



REVISED2

**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
September 12, 2023
AGENDA
10:00 AM**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **PASTOR DR. DONYEA HARGROVE OF A DIFFERENT WORLD CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
3. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-336 LOCATED AT 2434 VERNON DRIVE – PARCEL #837-11 – \$8,800.00 (WARD 5) (DOTSON, LUMUMBA)**
4. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC 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-22-1011 LOCATED AT 1623 BARRETT AVE. PARCEL #162-281 – 3,439.00. (WARD 5) (DOTSON, LUMUMBA)

5. **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-21-1984 LOCATED AT 1028 BARBARA ANN DR PARCEL #633-210 – 5,888.00. (WARD 6) (DOTSON, LUMUMBA)**
6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC 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-22-2163 LOCATED AT 2831 KINGWOOD AVE PARCEL #606-133 – 6,000.00. (WARD 7) (DOTSON, LUMUMBA)**
7. **APPROVAL OF THE AUGUST 15, 2023 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
8. **APPROVAL OF THE AUGUST 15, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
9. **APPROVAL OF THE AUGUST 21, 2023 REGULAR ZONING COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
10. **APPROVAL OF THE AUGUST 22, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**

INTRODUCTION OF ORDINANCES

11. **AN ORDINANCE TO AMEND CHAPTER 86 - OFFENSES AND MISCELLANEOUS PROVISIONS ARTICLE I. - IN GENERAL ADDING SECTION 86-22 CONCERNING WEARING MASKS/HOODS WHILE CARRYING HAND GUNS IN PUBLIC PLACES AND PROVIDING PENALTIES FOR VIOLATIONS. (STOKES)**

REGULAR AGENDA

12. **CLAIMS (MALEMBEKA, LUMUMBA)**
13. **PAYROLL (MALEMBEKA, LUMUMBA)**
14. **ORDER ACCEPTING THE PROPOSAL OF J.P.MORGAN CHASE BANK, N.A. TO PROVIDE LEASE PURCHASE FINANCING FOR TWENTY-ONE (21) PUBLIC SAFETY VEHICLES AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE-PURCHASE AGREEMENT, ESCROW AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY FOR FUNDING THE 2023 LEASE PURCHASE TRANSACTION (MALEMBEKA, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO**

THE PROFESSIONAL SERVICES AGREEMENT WITH 2? MISSISSIPPI TO FACILITATE THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT. (WRIGHT, LUMUMBA)

16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL ARCHITECTURE SERVICES AGREEMENT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR THE CITY OF JACKSON ARTS CENTER EMERGENCY REPAIRS PROJECT. (WRIGHT, LUMUMBA)**
17. **ORDER RATIFYING THE ACCEPTANCE OF REPAIR SERVICES FROM METRO COMMUNICATIONS AND UTILITY FOR REPAIRS AT THE RECORDS MANAGEMENT FACILITY LOCATED AT 2525 ROBINSON ROAD FOR THE DEPARTMENT OF MUNICIPAL CLERK AND AUTHORIZING PAYMENT OF SAID SERVICES. (A. HARRIS, LUMUMBA)**
18. **ORDER AUTHORIZING THE PROCUREMENT AND IMPLEMENTATION OF UPDATED SQUARE9 SOFTWARES SOFTWARE FOR THE DEPARTMENT OF MUNICIPAL CLERK. (A. HARRIS, LUMUMBA)**
19. **ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON, DEPARTMENT OF HUMAN & CULTURAL SERVICES, CULTURAL DIVISION. (SCOTT, LUMUMBA)**
20. **ORDER RATIFYING INVOICES WITH SUNRISE PRODUCE JACKSON FOR PROVIDING PRODUCE TO FEED THE ANIMALS AT THE JACKSON ZOO IN THE AMOUNT OF SIX THOUSAND SIX HUNDRED AND SIXTY-TWO DOLLARS AND SIX CENTS (\$6,662.06). (HARRIS, LUMUMBA)**
21. **ORDER RATIFYING PAYMENT IN THE AMOUNT OF SIX HUNDRED DOLLARS (\$600.00) FOR SERVICES PERFORMED BY ARTISAN PYROTECHNICS, INC., WHO PROVIDED PYROTECHNICS FOR THE JUNETEENTH KID'S FESTIVAL THAT WAS ORIGINALLY SCHEDULED FOR JUNE 16, 2023, BUT HAD TO BE RESCHEDULED TO JUNE 19, 2023, BECAUSE OF INCLEMENT WEATHER, WHICH NECESSITATED DISASSEMBLING AND REASSEMBLING THE PYROTECHNIC DISPLAY. (HARRIS, LUMUMBA)**
22. **ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) FROM "AUTOMOBILES + PIC" CATEGORY TO "OTHER PROFESSIONAL SERVICES" CATEGORY FOR TREE, LIMB, AND DEBRIS REMOVAL. (HARRIS, LUMUMBA)**
23. **ORDER RATIFYING PAYMENTS FOR SERVICES PERFORMED BY BOUNCE-A-ROO, LLC., WHO PROVIDED SPACE JUMPS FOR ZIPPTY ZOO DAY AND JUNETEETH KIDS FESTIVAL IN THE AMOUNT TOTALING EIGHT HUNDRED AND SEVENTY DOLLARS (\$870.00). (HARRIS, LUMUMBA)**
24. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER TO MODIFY SEVEN BON AIR PROPERTY DEEDS THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND H. FARISS CRISLER, III. (DOTSON, LUMUMBA)**
25. **ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR ADVANCED**

ENVIRONMENTAL CONSULTANTS, INC (AEC) TO CONDUCT LEAD INSPECTIONS ON BEHALF OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT (OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT) THAT ADHERE TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S PROGRAM REGULATIONS. (DOTSON, LUMUMBA)

26. **ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH CHAN BURNS ENGINEERING & SURVEYING FOR MULTIPLE ELEVATION CERTIFICATES AND RELATES SERVICES. (DOTSON, LUMUMBA)**
27. **ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AGREEMENT WITH METRO COMMUNICATIONS & UTILITY FOR THE INSTALLATION OF FIBER AND RELATED MATERIALS AND RELATED SERVICES FOR 915 ELLIS AVENUE. (DOTSON, LUMUMBA)**
28. **ORDER DECLARING PARCEL NUMBER 817-270 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO JANET S. MADDEN TO CLEAR AND CLEAN TO ENHANCE NEIGHBORHOOD APPEARANCE. (DOTSON, LUMUMBA)**
29. **ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AGREEMENT WITH ARMSTRONG TRANSFER & STORAGE CO., DBA: ARMSTRONG RELOCATION AND RELATED SERVICES TO RELOCATE JACKSON POLICE DEPARTMENT PRECINCT 2 FROM 3645 HIGHWAY 80 TO 915 ELLIS AVENUE. (DOTSON, LUMUMBA)**
30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR HORNE FOR RESEARCHING AND CONTACTING BUSINESS ENTERPRISES FOR BUSINESS LICENSE RENEWALS. (DOTSON, LUMUMBA)**
31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR HORNE FOR RESEARCHING AND CONTACTING BUSINESS ENTERPRISES FOR BUSINESS LICENSE RENEWALS. (DOTSON, LUMUMBA)**
32. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER TO OUT SOURCE ENVIRONMENTAL REVIEW CLEARANCE FOR THE INSTALLATION OF FIBER AT 633 STATE STREET THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND GIBCO ENVIRONMENTAL, LLC. (DOTSON, LUMUMBA)**
33. **ORDER AUTHORIZING PAYMENT TO THE GREATER JACKSON CHAMBER PARTNERSHIP FOR THE MEMBERSHIP DUES FOR THE CITY OF JACKSON, MS. (C.MARTIN, LUMUMBA)**
34. **ORDER AMENDING THE DATES OF AGREEMENT WITH NATIONAL LEAGUE OF CITIES' (NLC) MUNICIPALITIES REIMAGINING COMMUNITY SAFETY GRANT TO ESTABLISH AN OFFICE OF VIOLENCE PREVENTION AND TRAUMA RECOVERY. (C.MARTIN, LUMUMBA)**
35. **ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO PAY**

THE MISSISSIPPI BAR DUES, PROFESSIONAL ASSOCIATION DUES AND TRAVEL-RELATED EXPENSES FOR VARIOUS ORGANIZATIONS, MEC, PACER, AND COURT FILING FEES, AND ALL FEES ASSOCIATED WITH REPRESENTING THE CITY OF JACKSON AND ITS EMPLOYEES AS IT IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE OFFICE OF THE CITY ATTORNEY DUTIES. (C.MARTIN, LUMUMBA)

36. **ORDER ESTABLISHING AND AUTHORIZING A PETTY CASH FUND FOR THE OFFICE OF THE CITY ATTORNEY. (C.MARTIN, LUMUMBA)**
37. **ORDER APPROVING THE ACCEPTANCE OF BIPARTISAN INFRASTRUCTURE LAW (“BIL”) AIRPORT INFRASTRUCTURE GRANT (“AIG”) OFFER NO. 3-28-0037-064-2023; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID BIL-AIG PROGRAM GRANT OFFER AND AGREEMENT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (“AIRPORT”). (C.MARTIN, LUMUMBA)**
38. **ORDER APPROVING THE ACCEPTANCE OF AIRPORT IMPROVEMENT PROGRAM (“AIP”) GRANT OFFER NO. 3-28-0037-063-2023; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID AIP GRANT OFFER AND AGREEMENT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (“AIRPORT”). (C.MARTIN, LUMUMBA)**
39. **ORDER APPROVING THE ACCEPTANCE OF AIRPORT IMPROVEMENT PROGRAM (“AIP”) GRANT OFFER NO. 3-28-0037-067-2023; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID AIP GRANT OFFER AND AGREEMENT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (“AIRPORT”). (C.MARTIN, LUMUMBA)**
40. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR STMS ENTERPRISES FOR PURCHASING AND INSTALLING AIR FILTERS AT JTRAN ADMINISTRATIVE AND MAINTENANCE FACILITY (JAMF) FOR FISCAL YEAR 2023. (DOTSON, LUMUMBA)**
41. **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI TAKING OFFICIAL ACTION TOWARDS THE APPROVAL OF THE CITY OF JACKSON, MISSISSIPPI, URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023); SETTING A PUBLIC HEARING ON SUCH URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023);**

AUTHORIZING AN URBAN RENEWAL PROJECT; AND FOR RELATED PURPOSES. (SCOTT, LUMUMBA)

42. **ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI. (S.JORDAN, BANKS)**
43. **ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI. (S. JORDAN, BANKS)**
44. **ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI. (S.JORDAN, BANKS)**
45. **ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI. (S. JORDAN, BANKS)**

DISCUSSION

46. **DISCUSSION: LANE CHAPEL CHURCH (STOKES)**
47. **DISCUSSION: LAP BAKER- (JACKSON STATE UNIVERSITY) (STOKES)**
48. **DISCUSSION: GARBAGE RFP (FOOTE)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

49. **MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.**

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

Consent

Agenda

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OFFICE OF THE CITY ATTORNEY
8/24/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-336 LOCATED AT 2434 VERNON DRIVE – PARCEL #837-11 – \$8,800.00 (WARD 5) (DOTSON, LUMUMBA)

WHEREAS, the State of Mississippi received 2434 Vernon Drive due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on August 17, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-22-336 located at 2434 Vernon Drive parcel #837-11 in Ward 5 of the City of Jackson; and

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

WHEREAS, TriArc Management Services LLC submitted the lowest bid and through its Member, Stacey Stowers, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2434 Vernon Drive for the sum of \$8,800.00; and

WHEREAS, TriArc Management Services LLC has a principal office address of 644 E. Rhinewalt Road, Lena, Mississippi 39094 according to the information appearing on the Mississippi Secretary of State’s website; and

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with TriArc Management Services LLC to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2434 Vernon Drive deemed to be a menace to public health, safety, and welfare;

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$8,800.00 shall be paid to TriArc Management Services LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/21/2023
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 5			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$8,800.00			
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: 8/21/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with TriArc Management Services LLC, for the demolition and removal of 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-22-336.

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
9/6/23

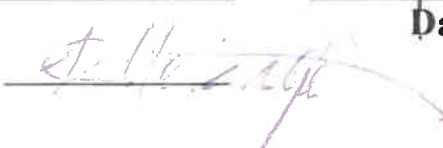
OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-336 LOCATED AT 2434 VERNON DRIVE – PARCEL #837-11 - \$8,800.00 (WARD 5) (DOTSON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



9/6/23
Date

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OFFICE OF THE CITY ATTORNEY
JLL 8/24/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC 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-22-1011 LOCATED AT 1623 BARRETT AVE. PARCEL #162-281 – 3,439.00 – WARD 5

WHEREAS, on May 23, 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 February 07, 2023 for case #CE-22-1011 located at 1623 Barrett Ave. parcel #162-281 in Ward 5 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 1623 Barrett Ave. and

WHEREAS, Four Seasons Enterprises, LLC., Inc. submitted the lowest bid of \$3,439.00; 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 Four Seasons Enterprises, LLC. through its representative, Robert 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 1623 Barrett Ave. in an amount not to exceed 3,439.00; and

WHEREAS, Four Seasons Enterprises, LLC, Inc. has a principal office located at 4612 Medgar Evers Blvd 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 Four Seasons Enterprises, LLC to demolish the structure and remedy conditions on the property located at 1623 Barrett Ave. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to 3,439.00 shall be paid to Four Seasons Enterprises, LLC upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/11/2023

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 5			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	\$3,439.00			
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 _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 8/15/2023

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-22-1011

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
9/6/23

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DERIS; 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-22-1011 LOCATED AT 1623 BARRETT AVE. PARCEL #162-281 - \$3,439.00 – WARD 5 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



9/6/23
Date

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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-21-1984 LOCATED AT 1028 BARBARA ANN DR PARCEL #633-210 – 5,888.00 – WARD 6

*APL
9/12/23*

WHEREAS, on August 02, 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-21-1984 located at 1028 Barbara Ann Dr parcel #633-210 in Ward 6 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 1028 Barbara Ann Dr; and

WHEREAS, Love Trucking CO., Inc. submitted the lowest bid of \$ 5,888.00; 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 1028 Barbara Ann Dr. in an amount not to exceed 5,888.00; 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 1028 Barbara Ann Dr. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed 5,888.00 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

08/15/2023
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 6						
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION						
8.	COST	\$ 5,888.00						
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: 8/15/2023

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-21-1984

Thank you for your prompt consideration in this matter.

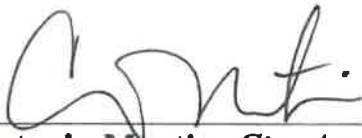
Office of the City Attorney

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
9/6/23

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-21-1984 LOCATED AT 1028 BARBARA ANN DR PARCEL #633-210 - \$5,888.00 – WARD 6 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



9/6/23

Date

6

OFFICE OF THE CITY ATTORNEY
8/24/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC 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-22-2163 LOCATED AT 2831 KINGSWOOD AVE PARCEL #606-133 – 6,000.00 – WARD 7

WHEREAS, on May 23, 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 February 7, 2023 for case #CE-22-2163 located at 2831 Kingswood Ave. parcel #606-133 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 2831 Kingswood Ave. and

WHEREAS, Four Seasons Enterprises, LLC., Inc. submitted the lowest bid of \$6,000.00; 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 Four Seasons Enterprises, LLC. through its representative, Robert 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 2831 Kingswood Ave. in an amount not to exceed 6,000.00; and

WHEREAS, Four Seasons Enterprises, LLC, Inc. has a principal office located at 4612 Medgar Evers Blvd 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 Four Seasons Enterprises, LLC to demolish the structure and remedy conditions on the property located at 2831 Kingswood Ave. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to 6,000.00 shall be paid to Four Seasons Enterprises, LLC upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/11/2023
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 <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	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: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 7			
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	\$6,000.00			
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 (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: 8/15/2023

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-22-2163

Thank you for your prompt consideration in this matter.

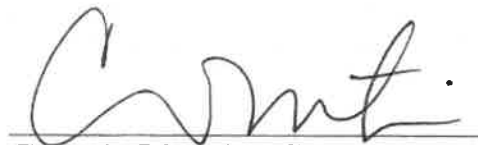
Office of the City Attorney

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
JAC
9/6/23

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASON ENTERPRISES, LLC 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-22-2163 LOCATED AT 2831 KINGSWOOD AVE PARCEL #606-133 - \$6,000.00 – WARD 7 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



9/6/23

Date

7

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 August 15, 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, Ward 6, Council President; Angelique Lee, Vice-President, Ward 2 (via teleconference); Ashby Foote, Ward 1; Kenneth Stokes, Ward 3 (via teleconference); Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7. Directors: Chokwe Lumumba, Mayor; Safiya Omari, Chief of Staff; Shanekia Mosley-Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

The meeting was called to order by **Council Member Lindsay**.

The invocation was offered by **Pastor Christopher Bernard Wheatly of Relevant Church**.

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

There came on for consideration Agenda Item No. 2, 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 "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.

Council Member Lindsay recognized **Captain Christian Vance of the Jackson Police Department** who spoke in favor of said ordinance.

There was no one to speak in opposition of said ordinance.*****

Council Member Lindsay requested that Agenda Item No. 17 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

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.

WHEREAS, The Honorable Sheriff Lee Dan Vance made his earthly transition to take his rest on August 3, 2021; and

WHEREAS, Sheriff Vance was a servant leader who led by example and rose to the highest law enforcement office in two levels of local government: municipal and county; and

WHEREAS, Sheriff Vance served for nearly thirty years in the City of Jackson in various capacities at the Jackson Police Department then becoming Chief of Police under the administration of former Mayor Tony Yarber; and

WHEREAS, subsequently, Chief Vance was elected by the citizens of Hinds County to serve as Hinds County Sheriff. This elective office was one which suited his talents perfectly, rewarded his years of tireless community service, and highlighted his spirit of Christian values which permeated his leadership; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the immeasurable contributions of Chief/Sheriff Lee Dan Vance never be forgotten, and that the building in the City of Jackson dedicated to the housing of law enforcement offices and the administration of justice in the municipal courts be named in his honor.

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 “Chief/Sheriff 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.

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

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

Nays – None.

Absent – Banks and Grizzell.*****

Note: Council Member Grizzell joined the meeting.

The following individual provided public comments during the meeting:

- **Joseph Holiday** who expressed concerns regarding Agenda Item No. 45.

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

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 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.

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

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

Nays – None.

Absent – Banks.

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

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 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 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

- 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.**
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.

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

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

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

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 JULY18, 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 uncleanness as to be a menace to the public health, safety, and welfare of the community; and

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

WHEREAS, hearings were held on July 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 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.

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

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

Nays – None.

Absent – Banks.

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

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 MAY16, 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.

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

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

Nays – None.

Absent – Banks.

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

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.

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

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

Nays – None.

Absent – Banks.

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.

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

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

Nays – None.

Absent – Banks.

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 1705 N. Lamar St. 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.

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

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

Nays – None.

Absent – Banks.

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.

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.

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

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

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

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.

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

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

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

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.

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

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

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

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.

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

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

APPROVAL OF THE JULY 17, 2023 REGULAR ZONING COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE JULY 18, 2023 REGULAR COUNCIL MEETING MINUTES.

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

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

There came on for Introduction Agenda Item No. 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. Said item would be **placed on** for adoption at the Regular Council meeting to be held on October 10, 2023.

ORDER APPROVING CLAIMS NUMBER 29198 to 29247 APPEARING AT PAGES 625 TO 655 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$2,634,215.26 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29198 to 29247 appearing at pages 625 to 655, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$2,634,215.26 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,462,434.27
TECHNOLOGY FUND	10,430.74
PARKS & RECR. FUND	71,762.50
LANDFILL/SANITATION FUND	124,884.64
STATE TORT CLAIMS FUND	4,235.00
WATER/SERER REVENUE FUND	23,776.02
WATER/SEWER OP & MAINT FUND	46,189.60
EMPLOYEES GROUP INSURANCE FUND	29,500.00
KELLOGG FOUNDATION PORJECT	75,645.79
NARCOTICS EVIDENCE ESCROW	135.20
HOUSING COM DEV ACT (CDBG) FD	13,629.99
EMERGENCY SHELTER GRANT (ESG)	12,707.15
HOME PROGRAM FUND	1,102.52
H O P W A GRANT – DEPT. OF HUD	1,102.52
1% INFRASTRUCTURE TAX	6,538.05
MADISON SEWAGE DISP OP & MAINT	3,094.00
TRANSPORTATION FUND	342,272.16
P E G ACCESS – PROGRAMMING FUND	9,076.73
MHC BLIGHT ELIMINATION PROGRAM	18,835.00
MODERNIZATION TAX	68,755.00
PLANNING AND DEV GRANTS	4,791.21
CDBG COVID CARES	1,122.00
ZOOLOGICAL PARK	4,598.01
DFA – THALIA MARA HALL \$2M	133,883.23
MDOT – ERBR PROJECTS	34,057.96
2022 GO PLANETARIUM BOND \$7.5M	129,655.97
TOTAL	<u>\$2,634,215.26</u>

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

Council Member Lindsay recognized **Louis Wright, Chief Administrative Officer**, who provided an overview of larger claims.

Council Member Lindsay recognized **Catoria Martin, City Attorney**, who provided an overview of claims.

After thorough discussion, **Council Member Lindsay** and **Council Member Grizzell** withdrew their motion and second. Said item would be taken up later up in the meeting.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 29198 TO 29247 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 29198 to 29247 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$97,961.64 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		2,329,195.82
PARKS & RECR FUND		105,368.30
LANDFILL FUND		21,756.83
SENIOR AIDES		3,440.23
WATER/SEWER OPER & MAINT		103,511.16
PAYROLL	97,961.64	
HOUSING COMM DEV		8,464.79
TITLE III AGING PROGRAMS		5,975.67
TRANSPORTATION FUND		18,433.75
PEG ACCESS-PROGRAMMING FUND		5,465.68
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		31,773.57
AMERICAN RESCUE PLAN ACT 2021		8,305.27
NLC-MUNICIPAL REIMAGINING COMM		3,627.77
TOTAL		\$2,652,724.55

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

Council Member Lindsay recognized **Fidelis Malembeka, Chief Financial Officer**, who provided an overview of payroll.

Thereafter, **Council Member Lindsay**, called for a vote of said item:

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

Nays – None.

Absent – Banks.

There came on for consideration Agenda Item No. 20:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE 311 MOBILE APPLICATION SUBSCRIPTION WITH CITY SOURCED, INC.

Said item would be referred to the Finance Committee.

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 McGlothin, 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

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

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

Nays – None.

Abstention – Stokes.

Absent – Banks.

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; and

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.

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

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

Nays – None.

Absent – Banks.

ORDER AUTHORIZING AMENDMENT OF THE JACKSON POLICE DEPARTMENT’S 2022-2023 BUDGET FOR PURCHASE OF IN CAR CAMERAS, BODY WORN CAMERAS, SOFTWARE AND EQUIPMENT.

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: and

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; and

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.

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	

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

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

Nays – None.

Absent – Banks.

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:

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 15, 2023 10:00 A.M.**

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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	\$3,777.67	131	\$494,874.77
GE-SVDNEX4Y	Omni IP camera, wiring kit DVR, cameras extended warranty years 2, 3, 4 & 5	\$685.43	131	\$89,791.33
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; and

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.

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

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

Nays – None.

Absent – Banks.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AMEMORANDUM OF UNDERSTANDING WITH THE HINDS COUNTY DISTRICT ATTORNEY'S OFFICE TO SUPPORT THE LOCAL LAW ENFORCEMENT CRIME AND GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE.

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 Sherriff'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.

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

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

Nays – None.

Absent – Banks.

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.

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

WHEREAS, the monies in account # **001.442.26.6419** are adequate to pay for the services anticipated to be provided.

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.

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

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

Nays – None.

Absent – Banks.

* * * * *

Note: **Council Member Banks** joined the meeting.

* * * * *

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).

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
100 WATT SPEAKER – per specification or equal, installed	1 ea.	\$229 FEDERAL SIGNAL/PATHFINDER PF200
Power Control Center (10 Switch Pursuit Box)-per specifications or equal, installed	1 ea.	INCLUDED FEDERAL 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	3 ea.	\$1180 FEDERAL; SIGNAL/ALLEGIAN 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 SHEAD
DASHBOARD LIGHTS –per specifications or equal installed	3 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
SURFACE MOUNT(TAG LIGHTS)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.

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

Council Member Lindsay recognized **Deputy Chief Vincent Grizzell** of the Jackson Police Department, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

There came on for consideration Agenda Item No. 28:

ORDER AUTHORIZING THE MAYOR TO RATIFY AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI STATE FIRE ACADEMY(MSFA) TO PROVIDE THE NFPA1001- I – II COURSE TO THE CITY

OF JACKSON FIRE DEPARTMENT AND AUTHORIZE THE MAYOR TO PAY AN EIGHT THOUSAND FIVE HUNDRED DOLLAR SERVICE FEE. Said Item was pulled by the Administration.

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.

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.

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.

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

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

Nays – None.

Abstention– Lee and Stokes.

Absent – None.

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.

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; and

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

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.

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

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

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.

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.

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

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

Nays – None.

Abstention– Stokes.

Absent – None.

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.

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

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.

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.

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

President Banks recognized **Abram Muhammed, Deputy Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

Note: President Banks left the meeting.

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.**

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 the Antenna Site License Agreements with New Cingular Wireless PCS, LLC, a Delaware limited liability company that will modify their 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:

- 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) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A-6 attached hereto and incorporated herein by reference.

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:

- 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) The parties agree that Verizon is authorized to modify its equipment described in Exhibit D-4 attached hereto and incorporated herein by reference.

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:

- 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) The parties agree that Verizon is authorized to modify its equipment described in Exhibit D-7 attached hereto and incorporated herein by reference.

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:

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) The parties agree that Verizon is authorized to modify its equipment described in Exhibit D-8 attached hereto and incorporated herein by reference.

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:

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-Two and 00/100 Dollars (\$228.00) per month. The parties agree to acknowledge the License Fee Increase Commencement Date in writing.

j) The parties agree that Verizon is authorized to modify its equipment described in Exhibit D-8 attached hereto and incorporated herein by reference.

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:

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) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A-8 attached hereto and incorporated herein by reference.

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:

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) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A-6 attached hereto and incorporated herein by reference.

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:

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) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A-9 attached hereto and incorporated herein by reference.

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:

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) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A-7 attached hereto and incorporated herein by reference.

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:

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) The parties agree that Verizon is authorized to modify its equipment described in Exhibit D-7 attached hereto and incorporated herein by reference.

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:

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) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A-6 attached hereto and incorporated herein by reference.

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:

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) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A-10 attached hereto and incorporated herein by reference.

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:

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) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A-8 attached hereto and incorporated herein by reference.

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:

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) The parties agree that Verizon is authorized to modify its equipment described in Exhibit D-7 attached hereto and incorporated herein by reference.

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:

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) The parties agree that Verizon is authorized to modify its equipment described in Exhibit A-6 attached hereto and incorporated herein by reference.

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. **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.

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

Council Member Lindsay recognized **Robert Lee, City Engineer**, who provided a brief overview of said item.

Thereafter, **Council Member Lindsay** called for a vote of said item:

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

Note: President Banks returned to the meeting.

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.

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

President Banks recognized **Robert Lee, City Engineer**, who provided a brief overview of said item.

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

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

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.

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

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

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.

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

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

Nays – None.

Absent – None.

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.

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.

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

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

Nays – None.

Absent – None.

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.

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

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

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 Section 31-7-13 (k) of the Mississippi Code of 1972, a copy of which 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 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.

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

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

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.

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 an 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.

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

President Banks recognized **Robert Lee, City Engineer**, who provided a brief overview of said item.

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

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

President Banks recognized **Council Member Stokes** who requested that Discussion Item No. 56 be moved forward on the Agenda. Hearing no objections, the following was discussed:

DISCUSSION: TREES: President Banks recognized **Council Member Stokes** who expressed concerns regarding the pick-up of downed trees. **President Banks** recognized **Robert Lee, City Engineer**, who provided a brief overview contract with PDT Logistics LLC for debris removal necessitated by the windstorm disaster which the governing authorities declared an emergency on June 16, 2023.

Note: Council Member Stokes left the meeting.

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.

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: \$1,745,968.00 in Community Development Block Grant (CDBG) funds; \$958,017.00 in Home Investment Partnerships (HOME) funds; \$153,954.00 in Emergency Solutions Grant (ESG) funds; and \$1,602,538.00 in Housing Opportunities for Persons with AIDS (HOPWA) funds for a total of \$4,460,477.00, and to execute all required certifications, forms, and contractual documents related to this program year.

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

President Banks recognized **Chloe Dotson, Director of Planning and Development**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – Stokes.

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, HCEDA 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.

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.

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 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.

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.

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 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.

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

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.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

President Banks recognized Chloe Dotson, Director of Planning and Development, who provided a brief overview of said item.

President Banks recognized Council Member Foote who recommended an amendment to said order in the 8th Whereas and the "It Is Therefore Ordered" section changing the date from August 15, 2023 to December 31, 2023.

Council Member Lindsay moved; seconded by Council Member Hartley, to amend said order to reflect the changes as stated by Council Member Foote. The motion prevailed by the following vote:

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

Thereafter, President Banks called for a vote on said item as amended:

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.

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 December 31, 2023; and

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 December 31, 2023, to provide grants to microenterprises in the City of Jackson.

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

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.

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.

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.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

President Banks recognized **Kristie Metcalfe, Deputy City Attorney and Putalamus White, Executive Director of Jackson Resource Center**, who provided a brief overview of said item.

President Banks recognized **Kristie Metcalfe, Deputy City Attorney**, who recommended an amendment in the heading to read as follows: "Order authorizing the Mayor to execute the contract and related documents with the Jackson Resource Center to provide reimbursement for eligible expenses from 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".

Council Member Lindsay moved; seconded by **Council Member Grizzell**, to amend said order to reflect the changes as stated by **Deputy City Attorney Kristie Metcalfe**. The motion prevailed by the following vote:

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE JACKSON RESOURCE CENTER TO PROVIDE REIMBURSEMENT FOR ELIGIBLE EXPENSES FROM 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.

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.

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

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, 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.

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

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

Nays – None.

Abstentions – Hartley.

Absent – Stokes.

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; and

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; and

WHEREAS, the Armstrong Company's anticipated timeline to perform this relocation is ten (10) continuous working days; and

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.

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

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

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 NORTHSTATE 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.

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

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

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 NORTHSTATE 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.

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 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.

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 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.

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

President Banks recognized **Kristie Metcalfe, Deputy City Attorney**, who recommended an amendment in the heading to read as follows: "Order authorizing the Mayor to execute the contract and related documents with the Bean Path to provide reimbursement for eligible expenses from 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".

Council Member Grizzell moved; seconded by **Council Member Lindsay**, to amend said order to reflect the changes as stated by **Deputy City Attorney Kristie Metcalfe**. The motion prevailed by the following vote:

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

Nays – Hartley.

Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH THE BEAN PATH TO PROVIDE REIMBURSEMENT FOR ELIGIBLE EXPENSES FROM 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.

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 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

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

ORDER REVISING THE FISCAL YEAR 2023 BUDGET OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT.

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

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 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.**

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
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.

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

President Banks recognized **Chloe Dotson, Director of Planning and Development**, who provided a brief overview of said item.

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

Yeas – Banks, Foote, Grizzell, Lee and Lindsay

Nays – None.

Abstention– Hartley.

Absent – Stokes.

* * * * *

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 WELLAS 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; and

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.

- 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.

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

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

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 COUNTYCOURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIALDISTRICT; CIVILACTION 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.

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

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

President Banks recognized **Council Member Hartley** who moved, seconded by **Council Member Grizzell** to reconsider Agenda Item No. 20. The motion prevailed by the following vote:

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

Thereafter, **President Banks** requested that the Clerk read the Order:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE 311 MOBILE APPLICATION SUBSCRIPTION WITH CITY SOURCED, INC.

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.

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

President Banks recognized **Fidelis Malembeka, Chief Financial Officer** and **Catoria Martin, City Attorney**, who provided a brief overview of said item.

President Banks recognized **Safiya Omari, Chief of Staff**, who provided a brief overview of said item.

After discussion, **President Banks** recognized **Council Member Grizzell** who withdrew his second. Said item was referred to the Finance Committee.

Note: Council Member Hartley left the meeting.

ORDER APPROVING CLAIMS NUMBER 29198 to 29247 APPEARING AT PAGES 625 TO 655 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$2,634,215.26 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29198 to 29247 appearing at pages 625 to 655, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$2,634,215.26 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,462,434.27
TECHNOLOGY FUND	10,430.74
PARKS & RECR. FUND	71,762.50
LANDFILL/SANITATION FUND	124,884.64
STATE TORT CLAIMS FUND	4,235.00
WATER/SERER REVENUE FUND	23,776.02
WATER/SEWER OP & MAINT FUND	46,189.60
EMPLOYEES GROUP INSURANCE FUND	29,500.00
KELLOGG FOUNDATION PORJECT	75,645.79
NARCOTICS EVIDENCE ESCROW	135.20
HOUSING COM DEV ACT (CDBG) FD	13,629.99
EMERGENCY SHELTER GRANT (ESG)	12,707.15
HOME PROGRAM FUND	1,102.52
H O P W A GRANT – DEPT. OF HUD	1,102.52
1% INFRASTRUCTURE TAX	6,538.05
MADISON SEWAGE DISP OP & MAINT	3,094.00
TRANSPORTATION FUND	342,272.16
P E G ACCESS – PROGRAMMING FUND	9,076.73
MHC BLIGHT ELIMINATION PROGRAM	18,835.00
MODERNIZATION TAX	68,755.00
PLANNING AND DEV GRANTS	4,791.21
CDBG COVID CARES	1,122.00
ZOOLOGICAL PARK	4,598.01
DFA – THALIA MARA HALL \$2M	133,883.23
MDOT – ERBR PROJECTS	34,057.96
2022 GO PLANETARIUM BOND \$7.5M	129,655.97
TOTAL	<u>\$2,634,215.26</u>

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

President Banks recognized **Catoria Martin, City Attorney**, who provided a brief overview of said item.

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

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

Note: **Council Member Hartley** returned to the meeting.

DISCUSSION: REQUEST FOR PROPOSALS FOR EMERGENCY AMBULANCE SERVICES WITH ADVANCED LIFE SUPPORT AND BASIC LIFE SUPPORT CAPABILITIES: **President Banks** recognized **Patrick Armon, Assistant Fire Chief**, who stated that an RFP for ambulance services was out for bids. **President Banks** recognized **Mayor Chokwe Lumumba** who stated this was the first time the City had

issued an RFP for ambulance services because historically that had been done by the County. **President Banks** recognized **Catoria Martin, City Attorney** who stated the agreement the City is proposing will allow other providers to come in if the current provider is busy unlike the agreement the County has in place.

There came on for Discussion Agenda Item No. 57:

DISCUSSION: CHIEF OF POLICE: President Banks stated said item would be held until a later date due to the absence of **Council Member Stokes**.

DISCUSSION: STATUS OF RENAMING STREET TO "BOBBY RUSH BLVD": **President Banks** recognized **Council Member Hartley** who raised questions regarding the status of renaming Ellis Avenue to Bobby Rush Blvd. **President Banks** recognized **Robert Lee, City Engineer**, who stated he was working on a second quote but had a plan B if he couldn't get a second quote. **Council Member Banks** requested a date so a public renaming event could be planned.

DISCUSSION: PREVENTION OF ANOTHER "GARBAGE CRISIS". WHAT RFP ACTIONS ARE BEING TAKEN: **President Banks** recognized **Council Member Hartley** who requested an update the status of a new RFP for garbage collection services in effort to avoid another garbage crises. **President Banks** recognized **Mayor Chowke Lumumba**, who stated the update was that the City was in litigation in Circuit Court and that issuing an RFP while the case was pending would not be legally prudent.

Note: Council Member Grizzell left the meeting.

DISCUSSION: JFD BUDGET: President Banks recognized **Council Member Foote** who expressed concerns regarding the Jackson Fire Department's budget as it relates to firefighting ability. Council Member Foote stated he spoke with the State's Fire Marshal, Mike Chaney who advised him that the City was up for the re-rating of its Fire Department which in turn could affect insurance rates. **President Banks** recognized **Chief Willie Owens, JFD**, who stated that the Fire Department was close to a two rating and he believed a two rating was obtainable if staffing issues could be addressed through better pay.

Note: Council Member Hartley returned to the meeting.

Note: Council Member Lindsay left the meeting during the discussion.

There were no reports/announcements provided during the meeting.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 5:30 a.m. on August 15, 2023. At 1:26 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

8

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 1:45 p.m. Tuesday, August 15, 2023 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Order authorizing the Mayor to execute an agreement with Shred-It (Stericycle) for the purpose to dispose various outdated, non-official documents at the Metrocenter. (2) Order accepting the assignment of certain contracts relating to repairs and maintenance of the Sewer System from the Interim Third-Party Manager. (3) Order accepting proposal of Lexington Insurance et. al Group to provide commercial property and Boiler & Machinery insurance coverage for the City of Jackson obtained by Fisher Brown Bottrell Insurance Agency for the period August 15, 2023 through August 15, 2024. (4) Order authorizing the City of Jackson to ratify services provided by Get-Comm for the installation of equipment and related services to upgrade outdated equipment in the Council Chambers. The meeting was convened in the Council Chambers located at 219 S. President Street at 5:30 p.m. on August 15, 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, President, Ward 6; Angelique Lee, Council Vice President, Ward 2 (via teleconference); Ashby Foote, Ward 1 (via teleconference); Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Fidelis Malembeka, Chief Financial Officer; Shanekia Mosley-Jordan, Clerk of the Council; Sabrina Shelby, Chief Deputy Clerk of Council and Terry Williamson, Legal Counsel.

Absent: Kenneth I. Stokes, Ward 3.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SHRED-IT (STERICYCLE) FOR THE PURPOSE TO DISPOSE VARIOUS OUTDATED, NON-OFFICIAL DOCUMENTS AT THE METRO CENTER.

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

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

WHEREAS, the City of Jackson Parks and Recreation Department would like to dispose a large amount of old paperwork, documents, etc. dated as far back as the year of 1993 through year 2013; and

WHEREAS, Shed-It (Stericycle), is one of the largest shredding companies in North America. Shred-It is a NAID Certified Company and is insured and bonded for \$5,000,000.00; and

WHEREAS, Shed-It (Stericycle), has agreed to provide shredding services with an additional (10) ninety-six-gallon totes with delivery and pick-up; and

WHEREAS, in furtherance, Shed-It (Stericycle), service fee is \$235.00, and additional totes are \$75.00 per tote, total \$1,162.30.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with Shed-It (Stericycle), and all documents necessary to effect the terms of the Agreement, for disposal of various documents at the Metro Center Mall Office Suite 104, located at 1000 Metrocenter Drive in Jackson, Mississippi, with the total cost not to exceed \$1,162.30 and the payment made from account number 005-501.10-6419.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

**ORDER ACCEPTING THE ASSIGNMENT OF CERTAIN CONTRACTS
RELATING TO REPAIRS AND MAINTENANCE OF THE SEWER SYSTEM
FROM THE INTERIM THIRD-PARTY MANAGER.**

WHEREAS, the City Council authorized the City Attorney to execute a Stipulated Order in *United States of America, et al. vs. The City of Jackson, Mississippi*, Civil Action No. 3:12-cv-790 HTW-LGI, U.S.S.D. Miss.; and

WHEREAS, in part, the Stipulated Order places an interim third-party manager, Ted Henifin acting through JXN Water, in control of the City’s Sewer System; and

WHEREAS, the Stipulated Order provided for Public Participation in the form of the acceptance of comments about the Stipulated Order prior to the United States moving for entry of the Stipulated Order or, alternatively, the withdrawal of the United States’s consent to the Stipulated Order; and

WHEREAS, prior to the Public Participation completion, on July 31, 2023, the Court entered the Stipulated Order; and

WHEREAS, at the Court’s August 14, 2023 Status Conference, the Court stated that, pursuant to the request of the United States and with the agreement of the other parties, the Court intended to vacate the entry of the Stipulated Order and withhold entry until the completion of the Public Participation process set forth in the Stipulated Order; and

WHEREAS, between July 31, 2023 and August 14, 2023, at the direction of the Court, Mr. Henifin, through JXN Water, began operating the City of Jackson Sewer System; and

WHEREAS, as a part of its operation of the City of Jackson Sewer System, JXN Water entered into contracts with Q Solutions, Inc., Brown and Caldwell, Delta Constructors, Inc., Compliance Envirosystems, LLC (CES), Hydro Flow Solutions, LLC, and time and materials agreement with Utility Constructors, Inc. based on the City’s prior term bid; and

WHEREAS, due to the order being vacated, JXN Water no longer possesses the authority to operate the City of Jackson Sewer System until after the completion of the Public Participation process within the Stipulated Order and its entry, which may take a month or more to complete; and

WHEREAS, during the period of time between the Stipulated Order being vacated by the Court and its entry following the completion of Public Participation, the work being performed by the contractor listed above will cease unless these contracts are assigned to the City of Jackson; and

WHEREAS, under the assignment to the City of Jackson, JXN Water will be the project manager for all projects.

IT IS, THEREFORE, ORDERED that assignments of certain contracts relating to repairs and maintenance of the City of Jackson Sewer System from JXN Water are accepted.

IT IS FURTHER ORDERED that the Mayor is authorized to execute contract assignments from JXN Water to the City of Jackson for contract agreements with Q Solutions, Inc., Brown and Caldwell, Delta Constructors, Inc., Compliance Envirosystems, LLC, Hydro Flow Solutions, LLC, Utility Constructors, Inc., and such other contractors identified by JXN Water as necessary for the repair and maintenance of the City of Jackson Sewer System.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

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

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

Nays – None.

Absent – Hartley and Stokes.

Note: Council Member **Hartley** joined the meeting.

ORDER ACCEPTING PROPOSAL OF LEXINGTON INSURANCE ET.AL. GROUP TO PROVIDE COMMERCIAL PROPERTY AND BOILER & MACHINERY INSURANCE COVERAGE FOR THE CITY OF JACKSON OBTAINED BY FISHER BROWN BOTTRELL INSURANCE AGENCY FOR THE PERIOD AUGUST 15, 2023 THROUGH AUGUST 15, 2024.

WHEREAS, the City of Jackson entered into an Insurance Service Agreement with Fisher Brown Bottrell Insurance Agency to obtain Property and Boiler & Machinery Insurance Coverage for the City of Jackson; and

WHEREAS, Fisher Brown Bottrell Insurance Agency solicited quotes from insurance firms to obtain commercial property and boiler & machinery insurance coverage on the City of Jackson’s properties and facilities; and

WHEREAS, Fisher Brown Bottrell Insurance Company advised that Lexington Insurance et.al. submitted the best quote to provide property and boiler & machinery insurance coverage for the City of Jackson with an annual premium in the amount of \$3,149,824.69; and

WHEREAS, the deductible associated with Lexington Insurance et.al. proposal is \$250,000.00.

IT IS HEREBY ORDERED that the Mayor be authorized to execute any necessary documents to accept the proposal of Lexington Insurance et.al. as obtained by Fisher Brown Bottrell Insurance Agency to provide commercial property and boiler & machinery insurance coverage for the City of Jackson with an annual premium in the amount of \$3,149,824.69 for the period August 15, 2023 to August 15, 2024 be accepted.

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

President Banks recognized **MacDarrell Poullard, Risk Manager, Terry Williamson, Legal Counsel** and **Brian Johnson, Executive Vice President** of **FBB Insurance**, who provided a detailed and thorough overview of said item.

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

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

Nays – Foote.

Absent – Stokes.

Note: All members of the City Council expressed their disapproval of how the addressing of the lapse in coverage for all city property was presented to the Council at the last minute to be voted upon for approval.

ORDER AUTHORIZING THE CITY OF JACKSON TO RATIFY SERVICES PROVIDED BY GET-COMM FOR THE INSTALLATION OF EQUIPMENT AND RELATED SERVICES TO UPGRADE OUTDATED EQUIPMENT IN THE COUNCIL CHAMBERS.

WHEREAS, the City of Jackson has experienced technical difficulties for several years due to outdated equipment in the Council Chambers; and

WHEREAS, GET-COMM submitted a quote and performed work in the amount of \$24,620.00 to install upgraded equipment which included the following professional services: mobile device programming, installation services, ethernet cable drops, programming of AV applications, and "Jackson's SLA for Council" associated with the upgrade of the City of Jackson Council Chambers; and

WHEREAS, the Office of the Clerk of Council recommends that the governing authorities accept the quote and work performed by from GET-COMM.

IT IS THEREFORE, ORDERED that the Mayor is authorized to submit payment to GET-COMM in the amount of \$24,620.00 for the installation of equipment and related services to upgrade outdated equipment in the Council Chambers.

Council Member Grizzell moved adoption; Council Member Lindsay seconded

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

There were no reports/announcements provided during the meeting.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Zoning Council Meeting at 2:30 p.m. on August 21, 2023. At 6:14 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

9

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 August 21, 2023, being the third Monday of said month when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, Council President, Ward 6; Angelique Lee, Council Vice President, Ward 2 (via teleconference); Ashby Foote, Ward 1; Brian Grizzell, Ward 4 and Virgi Lindsay, Ward 7. Directors: Shanekia Mosley-Jordan, Clerk of Council (via teleconference); Sabrina Shelby, Chief Deputy Clerk of Council; Denise Fortner, Chief Deputy Clerk of Council; Ester Ainsworth, Zoning Administrator and Kristie Metcalfe, Deputy City Attorney.

Absent: Kenneth I. Stokes, Ward 3 and Vernon Hartley, Ward 5.

The meeting was called to order by **President Aaron Banks**.

President Banks recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4213, 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.

President Banks requested that the Clerk read the Order:

ORDER GRANTING SHIRLEY JOHNSON A CONDITIONAL USE PERMIT TO ALLOW FOR TRANSITIONAL HOUSING FOR SEVEN (7) TO TWELVE (12) RESIDENTS WITHIN A R-1 (SINGLE-FAMILY) RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED AT 451 ROLAND ST. (PARCEL 305-107), CASE NO. 4213.

WHEREAS, Shirley Johnson has filed a petition for a Use Permit to allow for transitional housing for seven (7) to twelve (12) residents located within a R-1 (Single-Family) Residential District for the property located at 451 Roland St. (Parcel 305-107) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Conditional Use Permit to allow for transitional housing for seven (7) to twelve (12) residents within a R-1 (Single-Family) Residential District of the property located at 451 Roland St. (Parcel 305-107); 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, August 21, 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 July 6, 2023 and July 20, 2023 that a hearing had been held by the Jackson City Planning Board on July 26, 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 R-1 (Single-Family) Residential District of the City of Jackson; and

WHEREAS, the Jackson City Council, after having considered the matter, is of the opinion that the proposed use would not be detrimental to the continued use, value or development of properties in the vicinity and not be hazardous, detrimental, or disturbing to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical

interference, or other nuisances and that a Conditional Use Permit be granted to allow for transitional housing for seven (7) to twelve (12) residents within a R-1 (Single-Family) Residential District for the property located at 451 Roland St. (Parcel 305-107).

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:

Lot 13, Block "E", Dearborn Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 9 at Page 11, reference to which is hereby made.

be and is hereby modified so as to approve a Conditional Use Permit to allow for transitional housing for seven (7) to twelve (12) residents within a R-1 (Single-Family) Residential District for the property located at 451 Roland St. (Parcel 305-107). The Conditions of the Use Permit shall be that it is granted on an annual basis; be granted to Shirley Johnson, the owner/operator of the transitional housing facility; any subsequent owners or operators of a transitional housing facility at this location must apply for and receive a new Use Permit; and compliance with adopted property maintenance, building, fire and Zoning 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.

Note: Said item failed due to a lack of motion.

President Banks recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4214, 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.

President Banks requested that the Clerk read the Order:

ORDINANCE GRANTING GATEWAY RESCUE MISSION A REZONING OF THE I-1 (LIGHT) INDUSTRIAL DISTRICT PORTION OF THE PROPERTY LOCATED AT 410 S. GALLATIN ST. (PARCEL # 182-53) TO C-3 (GENERAL) COMMERCIAL DISTRICT TO CREATE ONE (1) ZONING CLASSIFICATION FOR THE PROPERTY AND TO ALLOW FOR THE CONTINUATION AND EXPANSION OF SERVICES PROVIDED AT THE EXISTING GATEWAY RESCUE MISSION FACILITY FOR THE PROPERTY LOCATED AT 410 S. GALLATIN ST. (PARCEL # 182-53), CASE NO. 4214.

WHEREAS, Gateway Rescue Mission has filed a petition to rezone the I-1 (Light) Industrial District portion of the property located at 410 S. Gallatin St. (Parcel # 182-53) to C-3 (General) Commercial District to create one (1) Zoning classification for the property and to allow for the continuation and expansion of services provided at the existing Gateway Rescue Mission facility; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has offered the recommendation to rezone the I-1 (Light) Industrial District portion of the property located at 410 S. Gallatin St. (Parcel # 182-53) to C-3 (General) Commercial District to create one (1) Zoning classification for the property and to allow for the continuation and expansion of services provided at the existing Gateway Rescue Mission facility; 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, August 21,

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 July 6, 2023 and July 20, 2023 that a hearing had been held by the Jackson City Planning Board on July 26, 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 has offered the recommendation to rezone the I-1 (Light) Industrial District portion the above described property to C-3 (General) Commercial District; and

WHEREAS, the Jackson City 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 the request in said application since any previous Jackson City Council action.

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 particularly described as follows:

That certain tract or parcel of land situated in 2.3 Acre Lot 33, West Jackson, and more particularly described as follows, to-wit:

Beginning at a point which is the Northwest corner of 2.3 Acre Lot 33, West Jackson, facing South Gallatin Street, and from such point of beginning run thence Eastward (North 89 degrees and 40 minutes East) for 349 feet to the Northwest corner of the tract of land in said Lot 33 now owned by the Y. & M.V. Railroad Company; thence run Southward (South 5 degrees and 26 minutes East) along the Western boundary line of said railroad tract of land for 215.1 feet to the Southern boundary line of said Lot 33, now marked by a railroad iron in the ground; thence run Westward (South 89 degrees and 19 minutes West) along the Southern boundary line of said Lot 33 for 370.5 feet to the Southwest corner of said Lot 33 on South Gallatin Street; thence Northward (O degrees and 18 minutes West) for 65.2 feet to the Southwest corner of the land sold by the Lemon heirs to Mrs. Elizabeth Lemon Sugg, as shown by deed in Book 93, at page 137, of the records on file in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi; thence run Eastward along the Southern boundary line of said Sugg tract for 160 feet; thence run Northward along the Eastward boundary line of said Sugg tract for 81 feet; thence run Westward along the Northern boundary line of said Sugg tract for 160 feet to the front or Western boundary line of said Lot 33; thence run Northward along the Western boundary line of said Lot 33 for 70.3 feet to the point of beginning. This being the same property conveyed to Leo R. McGehee by George D. Harrell and wife, Mrs. George D. Harrell, by instrument dated January 4, 1946, and recorded in Deed Book 422, at Page 114, of the aforesaid Chancery Clerk's records.

is hereby modified so as to approve the rezoning of the I-1 (Light) Industrial District portion of the property located at 410 S. Gallatin St. (Parcel # 182-53) to C-3 (General) Commercial District to create one (1) Zoning classification for the property and to allow for the continuation and expansion of services provided at the existing Gateway Rescue Mission facility. However, that before 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 Lindsay moved adoption; **Council Member Grizzell** seconded.

President Banks recognized **James Henley, Applicant**, who spoke in favor of a Rezoning from the I-1 (Light) Industrial District portion of the property located at 410 S. Gallatin St. (Parcel # 182-53) to C-3 (General) Commercial District to create one (1) Zoning classification for the property and to allow for the continuation and expansion of services provided at the existing Gateway Rescue Mission facility.

There was no opposition from the public.

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

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

President Banks recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4215, 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.

President Banks requested that the Clerk read the Order:

ORDINANCE GRANTING SONIA D. FERRERAS A REZONING FROM R-1A (SINGLE-FAMILY) RESIDENTIAL DISTRICT TO R-5 (MULTI-FAMILY) RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED AT 5755 HORTON AVE. (PARCEL #723-67-3) TO ALLOW FOR CONSISTENCY WITH THE ZONING CLASSIFICATIONS OF THE ADJACENT PROPERTIES, CASE NO. 4215.

WHEREAS, Sonia D. Ferreras has filed a petition to rezone the property located at 5755 Horton Ave. (Parcel #723-67-3), in the City of Jackson, First Judicial District of Hinds County, Mississippi, from R-1A (Single-family) Residential District to R-5 (Multi-family) Residential District to allow for consistency with the Zoning classifications of the adjacent properties; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has offered the recommendation to rezone the property R-1A (Single-family) Residential District to R-5 (Multi-family) Residential District to allow for consistency with the Zoning classifications of the adjacent properties; 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, August 21, 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 July 6, 2023 and July 20, 2023 that a hearing had been held by the Jackson City Planning Board on July 26, 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 has offered the recommendation to rezone the above described property from R-1A (Single-family) Residential District to R-5 (Multi-family) Residential; and

WHEREAS, the Jackson City 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 the request in said application since any previous Jackson City Council action.

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 particularly described as follows:

BEG NW COR LOT 55 BLK B FERNWOOD SUBN W 318.13 FT S 150 FT TO POB S 202 FT W 180 FT N 204 FT E 180 FT TO POB PT LOTS 59 & 60 BLK B FERNWOOD SUBN

is hereby modified so as to approve the rezoning of the property located at 5755 Horton Ave. (Parcel #723-67-3) from R-1A (Single-family) Residential District to R-5 (Multi-family) Residential District to allow for consistency with the Zoning classifications of the adjacent properties. However, that before 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 Foote moved adoption; President Banks seconded.

President Banks recognized **Paul Purser, Applicant**, who spoke in favor of a **Rezoning** from R-1A (Single-family) Residential District to R-5 (Multi-family) Residential District to allow for consistency with the Zoning classification of the adjacent properties.

There was no opposition from the public.

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

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

President Banks recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4216, 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.

President Banks requested that the Clerk read the Order:

ORDINANCE GRANTING REDEEMER CHURCH A REZONING OF THE PROPERTIES LOCATED AT 608 WELLINGTON DR. (PARCEL: 432-328), 616 WELLINGTON DR. (PARCEL: 431-20), 630 WELLINGTON DR. (PARCEL: 431-18), 638 WELLINGTON DR. (PARCEL: 431-17), 644 WELLINGTON DR. (PARCEL: 431-16), 654 WELLINGTON DR. (PARCEL: 431-15), AND 4638 LONDONDERRY DR. (PARCEL: 432-327) FROM R-1 AND R-1A (SINGLE-FAMILY) RESIDENTIAL DISTRICT TO SUD - SPECIAL USE DISTRICT AND AN ORDER GRANTING A USE PERMIT FOR THE PROPERTY LOCATED AT 706 E. NORTHSIDE DR. (PARCEL: 431-129) TO ALLOW FOR THE EXPANSION OF THE CHURCH'S INSTITUTIONAL AND EDUCATIONAL ACTIVITIES AND ACCESSORY PARKING. CASE NO. 4216.

WHEREAS, Redeemer Church has filed a petition to rezone the properties located at 608 Wellington Dr. (Parcel: 432-328), 616 Wellington Dr. (Parcel: 431-20), 630 Wellington Dr.

(Parcel: 431-18), 638 Wellington Dr. (Parcel: 431-17), 644 Wellington Dr. (Parcel: 431-16), 654 Wellington Dr. (Parcel: 431-15), 4638 Londonderry Dr. (Parcel: 432-327) and 706 E. Northside Dr. (Parcel: 431-129), in the City of Jackson, First Judicial District of Hinds County, Mississippi, from R-1 & R-1A (Single-Family) Residential District to SUD - Special Use District to allow for the expansion of the church and school facilities; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has offered the recommendation to rezone the properties located at 608 Wellington Dr. (Parcel: 432-328), 616 Wellington Dr. (Parcel: 431-20), 630 Wellington Dr. (Parcel: 431-18), 638 Wellington Dr. (Parcel: 431-17), 644 Wellington Dr. (Parcel: 431-16), 654 Wellington Dr. (Parcel: 431-15), and 4638 Londonderry Dr. (Parcel: 432-327) from R-1 & R-1A (Single-Family) Residential District to SUD - Special Use District and a Use Permit for the property located at 706 E. Northside Dr. (Parcel: 431-129) to allow for the expansion of the church's institutional and educational activities and accessory parking; 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 Jackson City Hall at 2:30 p.m., Monday, August 21, 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 July 6, 2023 and July 20, 2023 that a hearing had been held by the Jackson City Planning Board on July 26, 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 has offered the recommendation to rezone the properties located at 608 Wellington Dr. (Parcel: 432-328), 616 Wellington Dr. (Parcel: 431-20), 630 Wellington Dr. (Parcel: 431-18), 638 Wellington Dr. (Parcel: 431-17), 644 Wellington Dr. (Parcel: 431-16), 654 Wellington Dr. (Parcel: 431-15), 4638 Londonderry Dr. (Parcel: 432-327) from R-1 & R-1A (Single-Family) Residential District to SUD - Special Use District and a Use Permit for the property located at 706 E. Northside Dr. (Parcel: 431-129); and

WHEREAS, the Jackson City 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 the request in said application since any previous Jackson City Council action for the properties at 608 Wellington Dr. (Parcel: 432-328), 616 Wellington Dr. (Parcel: 431-20), 630 Wellington Dr. (Parcel: 431-18), 638 Wellington Dr. (Parcel: 431-17), 644 Wellington Dr. (Parcel: 431-16), 654 Wellington Dr. (Parcel: 431-15), and 4638 Londonderry Dr. (Parcel: 432-327); 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 and that a Use Permit be granted to allow for the expansion of the church's institutional and educational activities and accessory parking within the existing R-1A (Single-Family) Residential District of the City of Jackson for the property at 706 E. Northside Dr. (Parcel: 431-129).

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:

Parcel 432-328

Lot Four (4), Block X, Broadmoor Subdivision, Part 3, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 6 at Page/Slide/Slot 34 thereof, reference to which is made in aid of and as a part of this description.

Parcel 431-20

Lot 12, and the West 35 feet of Lot 11, Block B, East Broadmoor Subdivision, Part 1, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 7 at Page 45, reference to which is hereby made in aid of and as a part of this description.

Parcel 431-18

Lot 10, and East 1/2 of Lot 11, Block B, East Broadmoor Subdivision, Part 1, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi in Plat Book 7 at Page 45, Reference to which is hereby made in aid of and as a part of this description.

Parcel 431-17

Lot 9, of Block B, East Broadmoor Subdivision, Part 1; according to the map thereof which is of record in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 7 at Page 45, reference to which is made.

Parcel 431-16

Lot 8 of Block B, East Broadmoor*, a Subdivision according to the map or plat thereof which is on file and of record in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book/Cabinet 7 at Page/Slide/Slot 45 thereof, reference to which is made in aid of and part of this description.

Parcel 431-15

Lot 7, Block B, East Broadmoor Subdivision, Part 1, a Subdivision according to the map or plat thereof which is on file and of record in the Office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 7 at Page 45, reference to which map or plat is hereby made in aid of and as a part of this description.

Parcel 432-327

Lot 3, Block X, Broadmoor Subdivision, Part Three, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 6 at Page 34 reference to which is hereby made in aid of and as a part of this description.

Parcel 431-129

Lot 1, of Block M of East Broadmoor Subdivision, Part 2, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book/Cabinet 7 at Page/Slide/Slot 74 thereof, reference to which is made in aid of and part of this description.

is hereby modified so as to approve the rezoning of the properties located at 608 Wellington Dr. (Parcel: 432-328), 616 Wellington Dr. (Parcel: 431-20), 630 Wellington Dr. (Parcel: 431-18), 638 Wellington Dr. (Parcel: 431-17), 644 Wellington Dr. (Parcel: 431-16), 654 Wellington Dr. (Parcel: 431-15), 4638 Londonderry Dr. (Parcel: 432-327) from R-1 (Single-Family) Residential District to SUD - Special Use District and a Use Permit for the property located at 706 E. Northside Dr. (Parcel: 431-129) to allow for the expansion of the church and school facilities. 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.

President Banks moved adoption; **Council Member Lindsay** seconded.

President Banks recognized **Kelle Menogan, Applicant**, who spoke in favor of a Rezoning of the of the properties located at 706 E Northside Dr, 608, 616, 630, 638, 644 & 654 Wellington Dr. & 4638 Londonderry Dr. from R-1 & R-1A (Single-Family) Residential District to SUD - Special Use District to allow for the expansion of the church's institutional and educational activities.

There was no opposition from the public.

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

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

Nays – None.

Absent – Hartley and Stokes

President Banks recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4217, 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.

President Banks requested that the Clerk read the Order:

ORDER GRANTING PATRICK S. HERRING A CONDITIONAL USE PERMIT TO ALLOW FOR THE OPERATION OF A USED CAR LOT WITHIN A C-3 (GENERAL) COMMERCIAL DISTRICT FOR PROPERTY LOCATED AT 5295 I-55 NORTH FRONTAGE RD. (PARCEL 507-350-1) SUITE C, CASE NO. 4217.

WHEREAS, Patrick S. Herring has filed a petition for a Use Permit to allow for the operation of a used car lot within a C-3 (General) Commercial District for the property located at 5295 I-55 North Frontage Rd. (Parcel 507-350-1) Suite C in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

WHEREAS, Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Use Permit to allow for the operation of a used car lot in a C-3 (General) Commercial District for the property at 5295 I-55 North Frontage Rd. (Parcel 507-350-1) Suite C; and

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Jackson City Council would be held at the City Hall at 2:30 p.m., Monday, August 21, 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 July 6, 2023 and July 20, 2023 that a hearing had been held by the Jackson City Planning Board on July 26, 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 petitioned 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 the proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses and that a Conditional Use Permit be granted to allow for the operation of a used car lot within a C-3 (General) Commercial District for the property located at 5295 I-55 North Frontage Rd. (Parcel 507-350-1) Suite C in the City of Jackson; and

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, described as:

Situated in the North ½ of Section 13, Township 6 North, Range 1 East, City of Jackson, Hinds County, Mississippi, and being more particularly described by metes and bounds as follows, to-wit:

Commence at an iron pin which marks the intersection of the present western right of way line of Interstate Highway No. 55 with the present southern right of way line Of Bounds Street (June, 1999), said intersection being the POINT OF BEGINNING for the parcel herein described; thence South 89°51'50" West for a distance of 249.27 feet along the said southern right of way line of Bounds Street to an iron pin; thence leave said southern right of way line of Bounds Street and run South 00°11'38" East for a distance of 179.29 feet; thence North 89°47'06" East for a distance of 219.17 feet to the western right of way line of Interstate Highway No, 55; thence North 09°21'09" East for a distance of 181.47 feet along the said western right of way line of Interstate Highway No, 55 to the POINT OF BEGINNING, containing 0.9632 acres, more or less.

be and is hereby modified so as to approve a Use Permit allow for the operation of a used car lot within a C-3 (General) Commercial District for the property located at 5295 I-55 North Frontage Rd. (Parcel 507-350-1) Suite C. Additionally, pursuant to Section 702.05.02 of the City of Jackson Zoning Ordinance, Use Permits for a used car lot are issued to the owner of a used car lot rather than to the owner of the land; the Use Permit does not run with the land; subsequent owners of a used car lot at this location must apply for and receive a new Use Permit; the Use Permit shall be renewed annually with supporting documentation from the MS State Tax Commission; and the Use Permit will be cancelled upon the cancellation of any of the requirements from the MS State Tax Commission and furthermore compliance with adopted property maintenance, building, fire and Zoning 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 Lindsay moved adoption; **Council Member Grizzell** seconded.

President Banks recognized **Patrick Herring, Applicant**, who spoke in favor of a Use Permit to allow for the operation of a Used Car Lot within a C-3 (General) Commercial District.

There was no opposition from the public.

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

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

Cancelled Special Exceptions\Use Permits – No Action Required

Ward 3)

SE 3715 – Charlotte Ford – 227 Stillwood Dr. (Parcel #430-180)

- SE was granted to Charlotte Ford on Aug 17, 2000 to operate a Catering Service within an R-1 (Single-family) Residential District.
- Cancellation was based upon non-response from the grantee by the deadline date of August 4, 2023.

(Ward 1)

C-UP 4095 – Art Minton – 1131 Druid Hill Dr. (Parcel #438-101)

- C-UP was granted to Art Minton on Jul. 20, 2020 to operate a Professional Real Estate Office within an R-1 (Single-family) Residential District.
- Cancellation was based upon non-response from the grantee by the deadline date of August 4, 2023.

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>ASE NO.</u>	<u>NAME</u>	<u>LOCATION</u>	<u>USE</u>	<u>GRANTED</u>
SE- 3676 Ward 3	Richard Moman	4644 N. State St. Jackson, MS 39206	Tax Office	08/18/08
C-UP 3946 Ward 7	Catholic Diocese of Jackson	921 N. President St. Jackson, MS 39202	Emergency Shelter/ Mission	08/15/16
C-UP 4092 Ward 2	Linda Stuckey	5753 Angle Dr. Jackson, MS 39204	Commercial Day Care	08/17/20
SE- 4094 Ward 7	Bill Kellum	1438 N. State St. Jackson, MS 39206	Law Office	08/17/20
C-UP 4087 Ward 2	Jamika Dixon	241 Briarwood Dr. 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

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.

President Banks recognized **Robert Ireland** and **Patrick Herring**, who spoke in favor of a Special Exceptions to be extended for another year on Case No. 4130.

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

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

Nays – None.

Absent – Hartley and Stokes.

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, August 29, 2023. At 2:45 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

10

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 3:15 p.m. Monday, August 21, 2023 in the Clerk of Council’s Office, electronic notifications to all Council Members, on the City’s website and on the public bulletin board in City Hall, relative to: (1) Resolution declaring the intention of the Mayor and City Council of the City of Jackson, Mississippi, to issue either General Obligations Bonds of the city in one or more taxable or tax-exempt series, and/or issue a General Obligation Bond of the city for sale to the Mississippi Development Bank in one or more taxable or tax-exempt series, and/or enter into a taxable and /or tax-exempt loan with the Mississippi Development Bank, all in an aggregate principal amount of not to exceed nine million five hundred thousand dollars (\$9,500,000) to raise money for the purpose of (a) repairing, improving, adorning and equipping the Arts Vener of Mississippi and the Russel C. Davis Planetarium, and for the authorized purposes in connection with same including construction, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities (collectively, the “Construction Project”), all pursuant to Sections 21-33-301 et. seq., Mississippi Code of 1972, as amended and supplemented from time to time and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time; (b) providing for the payment in full or in part of the outstanding \$7,500,000 (original principal amount) City of Jackson, Mississippi tax-exempt General Obligation Planetarium Bond, Series 2022, dated December 22, 2022 and the corresponding \$7,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2022, (Jackson, Mississippi tax-exempt General Obligation Planetarium Bond Project) dated December 22, 2022; (c) pursuing an additional subsidy and/or financing for the Construction Project by participating and utilizing Federal New Market Tax Credit pursuant to Section 45D of the Internal Revenue Code of 1986, and /or Section 57-105-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the “NMTC Financing”); (d) authorizing the use of a public entity, including but not limited to, the Jackson Redevelopment Authority in connection with the NMMTC financing; (e) entering into or approving various leases, loans and other financing arrangements with the public entity for the NMTC transaction, (f) providing for capitalized interest, if necessary, and (g) paying the costs of borrowing associated with the issuance of bonds, the loan and/or the NMTC financing, direction the Publication of Notice of such intention: and for related purposes. The meeting was convened in the Council Chambers located at 219 S. President Street at 3:30 p.m. on August 22, 2023 being the fourth 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; Ashby Foote, Ward 1 (via teleconference); Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7. Directors: Louis Wright, Chief Administrative Officer; Fidelis Malembeka, Chief Financial Officer; Shanekia Mosley-Jordan, Clerk of the Council and Sabrina Shelby, Chief Deputy Clerk of Council.

Absent: Angelique Lee, Council Vice President, Ward 2; Kenneth I. Stokes, Ward 3 and Brian Grizzell, Ward 4.

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

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO ISSUE EITHER GENERAL OBLIGATION BONDS OF THE CITY IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, AND/OR ENTER INTO A TAXABLE AND/OR A TAX-EXEMPT LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000) TO RAISE MONEY FOR THE PURPOSE OF (A) REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME

INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES (COLLECTIVELY, THE "CONSTRUCTION PROJECT"), ALL PURSUANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME; (B) PROVIDING FOR THE PAYMENT IN FULL OR IN PART OF THE OUTSTANDING \$7,500,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF JACKSON, MISSISSIPPI TAX-EXEMPT GENERAL OBLIGATION PLANETARIUM BOND, SERIES 2022, DATED DECEMBER 22, 2022 AND THE CORRESPONDING \$7,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2022 (JACKSON, MISSISSIPPI TAX-EXEMPT GENERAL OBLIGATION PLANETARIUM BOND PROJECT) DATED DECEMBER 22, 2022; (C) PURSUING AN ADDITIONAL SUBSIDY AND/OR FINANCING FOR THE CONSTRUCTION PROJECT BY PARTICIPATING AND UTILIZING FEDERAL NEW MARKET TAX CREDITS PURSUANT TO SECTION 45D OF THE INTERNAL REVENUE CODE OF 1986, AND/OR SECTION 57-105-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME (THE "NMTC FINANCING"); (D) AUTHORIZING THE USE OF A PUBLIC ENTITY, INCLUDING BUT NOT LIMITED TO, THE JACKSON REDEVELOPMENT AUTHORITY IN CONNECTION WITH THE NMTC FINANCING; (E) ENTERING INTO OR APPROVING VARIOUS LEASES, LOANS AND OTHER FINANCING ARRANGEMENTS WITH THE PUBLIC ENTITY FOR THE NMTC TRANSACTION, (F) PROVIDING FOR CAPITALIZED INTEREST, IF NECESSARY, AND (G) PAYING THE COSTS OF BORROWING ASSOCIATED WITH THE ISSUANCE OF BONDS, THE LOAN AND/OR THE NMTC FINANCING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Jackson, Mississippi (the "**City**"), is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Bond Act**"), to issue general obligation bonds in one or more taxable or tax-exempt series for the purposes set forth therein, including, but not limited to (a) repairing, improving, adorning and equipping the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities (the "**Construction Project**") and for other authorized purposes under the City Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Bond Act, the "**Act**"); (b) providing for the payment in full or in part of the outstanding \$7,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2022 (City of Jackson, Mississippi General Obligation Planetarium Improvement Bond Project), dated December 22, 2022 (the "**2022 Bank Bonds**") and the corresponding \$7,500,000 (original principal amount) General Obligation Bond (Planetarium Improvement Project), Series 2022, dated December 22, 2022 (the "**2022 City Bond**") and together with the 2022 Bank Bonds, the "**Series 2022 Bonds**"); (c) pursuing an additional subsidy for the Construction Project by participating and utilizing federal New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986, as amended (the "**Code**"), and/or Mississippi Equity Investment Tax Credits pursuant to Sections 57-105-1, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**MS NMTC Act**") (collectively, the "**NMTC Financing**") to finance the Construction Project, (d) authorizing the use of a Public Entity (the "**Public Entity**"), including but not limited to the Jackson Redevelopment Authority (the "**JRA**") to be utilized as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act; (e) entering into or approving various leases, loans and other financing arrangements with the Public Entity for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (f) providing for capitalized interest, if necessary, for the Bonds (defined herein), and (g) paying the costs of borrowing associated with the issuance of the Bonds, the Loan and/or the NMTC Financing (collectively, (a) through (g), the "**Project**"); and

WHEREAS, the Project is in accordance with and in furtherance of the provisions of the Act; and

WHEREAS, the Governing Body, acting for and on behalf of the City, is authorized pursuant to the Act to provide funding for the costs of the Project through the issuance of either (a) general obligation bonds of the City, in one or more taxable or tax-exempt series in a total aggregate principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "**Bonds**"), (b) a general obligation bond of the City to be sold to the Mississippi Development Bank (the "**Bank**"), in one or more taxable or tax-exempt series, in a total aggregate principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "**City Bond**"), and/or (c) by entering into a taxable or tax-exempt loan(s) with the Bank to borrow money from the Bank in a total principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "**Loan**"); and

WHEREAS, as of July 1, 2023, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, was \$1,286,103,862, and the City had outstanding bonded and floating indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, as amended, in the amount of \$99,270,000, and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of \$99,270,000; and

WHEREAS, the Bonds, the City Bond and/or the Loan, when added to the outstanding bonded indebtedness of the City, including any indebtedness of the City issued subsequent to the adoption of this resolution but prior to the issuance of the Bonds or the City Bond or entering into the Loan, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City; and

WHEREAS, there has been no increase in said bonded and floating general obligation indebtedness of the City since July 1, 2023; and

WHEREAS, it would be in the best interest of the City for the Governing Body to provide funding for the Project by borrowing money through the issuance of the Bonds or the City Bond and/or by entering into the Loan; all in accordance with the Act; and

WHEREAS, the Governing Body is authorized and empowered by the City Bond Act and/or the Bank Act employ Butler Snow LLP to serve as Bond Counsel to the City in connection with the issuance of the Bonds or the City Bond or in connection with entering into the above-described Loan for the purposes set forth herein; and

WHEREAS, the Governing Body is authorized and empowered by the Act to issue the Bonds or the City Bond or to enter into the Loan for the purposes herein set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

The Governing Body, acting for and on behalf of the City, hereby declares its intention to (a) issue and sell the Bonds, and/or the City Bond to the Bank, in one or more taxable or tax-exempt series, in the total principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), and/or (b) enter into the Loan with the Bank to borrow money from the Bank, all in total principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000).

The Bonds and/or the City Bond will be issued and/or the Loan will be entered into to raise money for the purpose of financing the Project, as authorized by the Act.

The Bonds or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The Loan will be payable from legally available revenues of the City and will not

constitute an indebtedness of the City within the meaning of any constitutional or statutory restrictions, limitations, or provisions, and the taxing power of the City will not be pledged to the payment of the Loan.

The Governing Body proposes to direct the issuance of all or any portion of the Bonds or the City Bond or to authorize the Loan in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting place located at the City Hall in the City, located at 219 S. President, Jackson, Mississippi 39201, at the hour of 10:00 o'clock a.m. on September 26, 2023, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) or Fifteen Hundred (1500), whichever is less, of the qualified electors of the City shall file a written protest with the City Clerk of the City (the "City Clerk") against the issuance of the Bonds or the City Bond or the authorization of the Loan on or before 10:00 o'clock a.m. on September 26, 2023, then the Bonds or the City Bond shall not be issued or the Loan shall not be entered into unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no protest is filed, then the Bonds or the City Bond may be issued and sold in one or more series or the City may enter into the Loan without an election on the question of the issuance thereof at any time within a period of two (2) years after September 26, 2023.

In full compliance with the City Bond Act, the City Clerk is hereby directed to publish a copy of this resolution once a week for at least three (3) consecutive weeks in *The Mississippi Link* and/or *The Clarion Ledger*, both newspapers published in and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, with the first publication being not less than twenty-one (21) days prior to the date set forth in Section 4 of this resolution, and the last publication being made not more than seven (7) days prior to such date.

The City Clerk of the Governing Body shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and the required notice and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

The Governing Body does now find, determine and adjudicate that all conditions, acts and things required by the Act, the MS NMTC Act and the Constitution and laws of the State of Mississippi to have existed and have been performed precedent to and in connection with the adoption of this Intent Resolution have been performed in regular and due time, form and manner as required by law.

Butler Snow LLP is hereby engaged to serve as Bond Counsel to the City in connection with the issuance of the Bonds or the City Bond or in connection with entering into the above-described Loan for the purposes set forth herein.

If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

Council Member Lindsay moved adoption; **President Banks** seconded.

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

There were no reports/announcements provided during the meeting.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on August 29, 2023. At 3:39 p.m., the Council stood adjourned.

SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 22, 2023 3:30 P.M.

709

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

Introduction Of Ordinances

#11

Regular Agenda

Claims [#]₁₂

Payroll #13

14

ORDER ACCEPTING THE PROPOSAL OF J.P.MORGAN CHASE BANK, N.A. TO PROVIDE LEASE PURCHASE FINANCING FOR TWENTY-ONE (21) PUBLIC SAFETY VEHICLES AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE-PURCHASE AGREEMENT, ESCROW AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY FOR FUNDING THE 2023 LEASE PURCHASE TRANSACTION.

OFFICE OF THE CITY ATTORNEY
CITY OF JACKSON, MISSISSIPPI
8/31/23
S.M.

WHEREAS, on March 21, 2023, the governing authorities for the City of Jackson approved a resolution declaring the official intent of the City of Jackson, Mississippi to reimburse itself from the proceeds of a Master Lease Purchase Agreement for the purchase of twenty-one (21) vehicles for the Jackson Police Department; and

WHEREAS, Section 31-7-13(e) of the Mississippi Code of 1972, as annotated, provides lease-purchase financing may be obtained from a vendor or third-party source after having solicited and obtained at least two (2) written competitive bids for such financing without advertising for bids. Solicitation for the bids for financing may occur before or after acceptance of bids for the purchase of equipment, or, where no such bids for purchase are required, at any time before the purchase thereof; and

WHEREAS, on July 20 and July 27, 2023, the Department of Administration issued a solicitation for sealed proposals for the lease-purchase interest rate financing for the purchase of public safety vehicles in The Mississippi Link; and

WHEREAS, on August 15, 2023, at City Hall, the Department of Administration received four competitively sealed proposals for RFP# 94654-081523 Lease Purchase Financing Interest Rate Proposal; and

WHEREAS, the Department of Administration represents that J.P.Morgan Chase Bank, N.A. submitted the lowest and best proposal to finance twenty-one (21) public safety vehicles for \$794,501.00 with a three-year financing agreement at a 5.02% interest rate with the total interest of \$71,238.26; and

WHEREAS, the principal amortization table, which sets forth how money the City of Jackson will pay in principal and interest over time, is attached herein and incorporated by reference in Exhibit A; and

WHEREAS, the Department of Administration recommends acceptance of the proposal of J.P.Morgan Chase Bank, N.A. as the lowest and best bid and authorizes the Mayor to execute the 2023 Master Lease Purchase Agreement at an interest rate of 5.02% for a three-year term, with a total interest of Seventy-One Thousand and Two Hundred and Thirty-Eight Dollars and Twenty-Six (\$71,238.26), with the semi-annual payment for year one (FY2024) to year three (FY2026) set at \$144,289.88 to the governing authorities of the City of Jackson.

IT IS, THEREFORE, ORDERED by the governing authorities for the City of Jackson the acceptance of the proposal of J.P.Morgan Chase Bank, N.A. as the lowest and best bid.

Agenda Item # 14
September 12, 2023
MALEMBEKA, LUMUMBA

IT IS, FURTHER ORDERED by the governing authorities for the City of Jackson that the Mayor is authorized to execute the 2023 Master Lease Purchase Agreement with J.P. Morgan Chase Bank, N.A. at an interest rate of 5.02% for a three-year term, with a total interest of Seventy-One Thousand and Two Hundred and Thirty-Eight Dollars and Twenty-Six (\$71,238.26), with the semi-annual payment for year one (FY2024) to year three (FY2026) set at \$144,289.88.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	P O I N T S	C O M M E N T S																																																		
1.	Brief Description/Purpose	AUTHORIZE 2023 MASTER LEASE PURCHASE AGREEMENT AND ACCEPTING PROPOSAL OF JPMORGAN CHASE BANK, N.A. TO PROVIDE FINANCING																																																		
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	N/A																																																		
4.	Benefits	PROVIDE FUNDING FOR EQUIPMENT PURCHASES																																																		
5.	Schedule (beginning date)	UPON APPROVAL BY CITY COUNCIL																																																		
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	N/A																																																		
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	DEPARTMENT OF ADMINISTRATION																																																		
8.	COST	\$288,579.76 annually for 3 years																																																		
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"/> 	GENERAL FUNDS 001-442.40-6868 - \$794,501.00																																																		
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 10%;">no</td> <td style="width: 10%;">___</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">___</td> <td style="width: 10%;">x</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> <td>x</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> <td>x</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> <td>x</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> <td>x</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	x	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	x	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	x	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	x	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___	x
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___	x																																											



Department of Administration

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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Sharon Thames, Deputy Director
Department of Administration

DATE: August 16, 2023

RE: Master Lease Purchase 2023

On March 21, 2023, a resolution was approved by the City Council declaring the city's intent to reimburse itself from the proceeds of a Master Lease Purchase Agreement for the purchase of (21) vehicles and related equipment. This current Council Order is to select the vendor for the Master Lease Purchase Agreement so that the previously approved resolution for reimbursement can be transacted.

Proposals were received from the following institutions to provide lease purchase financing for 2023 acquisitions:

<u>Name</u>	<u>3yr Interest Rate Bid %</u>	<u>Total Interest</u>
JPMorgan Chase Bank, N.A.	5.020%	\$71,238.26
Baystone Government Finance	5.850	83,290.18
Cogent Leasing and Financing, Inc.	5.930	84,455.86
First American Equipment Finance	6.047	86,155.66

JPMorgan Chase Bank, N.A submitted the best proposal for the 2023 lease purchase transaction.

The annual payment for three year term is year one (FY 2024) to year three (FY 2026) is \$288,579.76.

Exhibit A

Amortization Schedule

Aggregate average life (lending) 1.785 years
 Rate 4.92000000%

Date	starting balance	takedowns	debt service	interest	principal	remaining balance
9/25/2023	\$ -	\$ 794,501.00	\$ -	\$ -	\$ -	\$ 794,501.00
3/25/2024	\$ 794,501.00	\$ -	\$ 144,048.73	\$ 19,544.72	\$ 124,504.01	\$ 669,996.99
9/25/2024	\$ 669,996.99	\$ -	\$ 144,048.73	\$ 16,481.93	\$ 127,566.81	\$ 542,430.19
3/25/2025	\$ 542,430.19	\$ -	\$ 144,048.73	\$ 13,343.78	\$ 130,704.95	\$ 411,725.24
9/25/2025	\$ 411,725.24	\$ -	\$ 144,048.73	\$ 10,128.44	\$ 133,920.29	\$ 277,804.94
3/25/2026	\$ 277,804.94	\$ -	\$ 144,048.73	\$ 6,834.00	\$ 137,214.73	\$ 140,590.21
9/25/2026	\$ 140,590.21	\$ -	\$ 144,048.73	\$ 3,458.52	\$ 140,590.21	\$ 0.00
Total		\$ 794,501.00	\$ 864,292.39	\$ 69,791.39	\$ 794,501.00	

Amortization Schedule – Rate Hold Option

Aggregate average life (lending) 1.786 years
 Rate 5.02000000%

Date	starting balance	takedowns	debt service	interest	principal	remaining balance
9/25/2023	\$ -	\$ 794,501.00	\$ -	\$ -	\$ -	\$ 794,501.00
3/25/2024	\$ 794,501.00	\$ -	\$ 144,289.88	\$ 19,941.98	\$ 124,347.90	\$ 670,153.10
9/25/2024	\$ 670,153.10	\$ -	\$ 144,289.88	\$ 16,820.84	\$ 127,469.03	\$ 542,684.06
3/25/2025	\$ 542,684.06	\$ -	\$ 144,289.88	\$ 13,621.37	\$ 130,668.51	\$ 412,015.56
9/25/2025	\$ 412,015.56	\$ -	\$ 144,289.88	\$ 10,341.59	\$ 133,948.29	\$ 278,067.27
3/25/2026	\$ 278,067.27	\$ -	\$ 144,289.88	\$ 6,979.49	\$ 137,310.39	\$ 140,756.88
9/25/2026	\$ 140,756.88	\$ -	\$ 144,289.88	\$ 3,533.00	\$ 140,756.88	\$ -
Total		\$ 794,501.00	\$ 865,739.26	\$ 71,238.26	\$ 794,501.00	

TABULATION OF RFP RECEIVED FOR LEASE PURCHASE INTEREST RATE FINANCING

RFP NO. 94654-081523

ADVERTISED: JULY 20, 2023 & JULY 27, 20213

OPENED: August 15, 2023

TREASURY DIVISION

DEPARTMENT OF ADMINISTRATION

ACCOUNT: 00144240-6916

<u>ITEM</u>	<u>DESCRIPTION</u>	J.P Morgan Equipment Finance 10 S. Dearborn St FL 22 Chicago, IL 60603	Baystone Government Finance 2627 KFB Plaza Suite 202E Manhattan, KS 66503	Cogent Leasing and Financing, Inc. 420 Orange Ave., Suite 850 Orlando, FL 32801	First American Equipment Finance 211 High Point Drive Victor, NY 14564
1.	INTEREST RATE BID	5.020%	5.850%	5.93%	6.047%
2.	TOTAL INTEREST	\$71,238.26	\$83,290.18	\$84,455.86	\$86,155.66
3.	SEMI-ANNUAL PAYMENT	\$144,289.88	\$146,298.53	\$146,492.81	\$146,776.11
NOTES:		Rate hold option- this rate will be held until financing on September 25, 2023	Proposal is subject to credit review and approval and executed documents received by August 29, 2023	Rate fixed until September 11, 2023.	Proposal expires on August 16, 2023

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		2,422,857.74
PARKS & RECR FUND		105,080.89
LANDFILL FUND		19,605.69
SENIOR AIDES		3,440.23
WATER/SEWER OPER & MAINT		200,072.24
PAYROLL	94,195.60	
HOUSING COMM DEV		8,218.37
TITLE III AGING PROGRAMS		6,002.21
TRANSPORTATION FUND		18,213.18
PEG ACCESS-PROGRAMMING FUND		5,462.62
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		28,696.45
AMERICAN RESCUE PLAN ACT 2021		10,427.45
TOTAL		\$2,655,482.78

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

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

Nays – None.

Absent – Stokes.

RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE PURCHASE OF TWENTY-ONE (21) VEHICLES FOR THE JACKSON POLICE DEPARTMENT.

WHEREAS, in connection with the purchase of twenty-one (21) vehicles for the Jackson Police Department, the City has advanced and will advance internal funds from fund 001; and

WHEREAS, the City intends to reimburse itself for all of such expenses from the proceeds of the Master Lease Purchase Agreement.

IT IS, THEREFORE, ORDERED:

Section 1. Declaration of official intent. The City of Jackson, Mississippi, hereby declares its official intent to reimburse itself from the proceeds of the Master Lease Purchase Agreement for the purchase of twenty-one (21) vehicles for the Jackson Police Department, prior to and subsequent to the date of this Resolution in accordance with Treasury Regulations 1.150-2. This Resolution is intended as a declaration of official intent under Treasury Regulation 1.150-2. The debt to be issued to finance the purchase of twenty-one (21) vehicles for the Jackson Police Department is expected not to exceed an aggregated principal amount of \$794,501.00.

Section 2. Incidental action. The Mayor is authorized to take such action as may be necessary to carry out the purpose of this Resolution and is authorized to execute necessary and related documents required for the issuance of the debt.

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

President Foote recognized **Fidelis Malembeka, Chief Financial Officer** and **George Jimerson, Captain of the Jackson Police Department** who provided a brief overview of said item.

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

9/16/23
OFFICE OF THE CITY ATTORNEY
& c.m.

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE PROPOSAL OF J.P. MORGAN CHASE BANK, N.A. TO PROVIDE LEASE PURCHASE FINANCING FOR TWENTY-ONE (21) PUBLIC SAFETY VEHICLES AND AUTHORIZING THE MAYOR TO EXECUTE THE MASTER LEASE-PURCHASE AGREEMENT, ESCROW AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY FOR FUNDING THE 2023 LEASE PURCHASE TRANSACTION is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney *& c.m.*

9/16/23
Date

J.P.Morgan

Michael J. Lucas
Executive Director
Commercial Bank

August 15, 2023

City of Jackson, Mississippi
Felicia Young, Finance Manager
200 South President Street
Jackson, MS 39201

Re: RFP No. 94654-081523 - Lease Purchase Financing Interest Rate Proposal

Ms. Young,

On behalf of JPMorgan Equipment Finance ("Equipment Finance") and JPMorgan Chase Bank, N.A. (the "Bank"), we are pleased to submit our proposal to the City of Jackson, Mississippi (the "City") for a tax-exempt, bank qualified, equipment lease financing in an amount of \$794,501.00 subject to the terms and conditions described in the Financing Agreement.

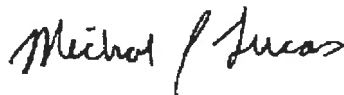
The City of Jackson will be supported by our dedicated relationship team via the firm's Government Banking practice, led by Dan Lally. In addition, I will be your primary point of contact for this contract. My equipment financing experience goes back over 15 years and includes servicing many municipal entities tax-exempt financing programs.

JPMorgan's Equipment Finance Team has extensive master lease experience and a partnership approach to building our relationships. By choosing Equipment Finance, with over 30 years of financing experience, you can have confidence that you will be working with a team of experienced and highly qualified professionals who bring a wealth of knowledge and the backing of one of the largest US banks to your assistance. Moreover, we have a proven track record of supporting similar government entities, and our firm welcomes the opportunity to support the City of Jackson, Mississippi.

In closing, the JPMorgan Equipment Finance Team would like to thank you for the opportunity to present our proposal. Please let us reiterate our strong interest in supporting the City of Jackson on this opportunity and future financial needs.

Should you have any questions, please do not hesitate to contact me at (312) 732-7333.

Sincerely,



Michael J. Lucas
Executive Director

JPMorgan Chase Bank, N.A. Summary of Terms & Conditions

The City of Jackson, Mississippi
Tax-Exempt Bank Qualified Municipal Lease Purchase Contract
Summary of Terms and Conditions
August 15, 2023

J.P. Morgan is pleased to submit the following equipment financing proposal. This document is for discussion purposes only and is contingent upon the Borrower's compliance with the requirements of the Internal Revenue Code of 1986 ("Code"), as amended, and all applicable State laws related to Borrower's ability to enter into a tax-exempt lease-purchase financing for the intended purposes. The final terms and conditions are subject to credit approval and may be different from the terms and conditions outlined below.

TRANSACTION SUMMARY

Lessee:	City of Jackson, Mississippi
Lessor:	JPMorgan Chase Bank, N.A. or any affiliate of JPMorgan Chase Bank, N.A., its successors and/or assigns ("JPMorgan Chase"/"Lessor"/ or "Bank").
Transaction:	Fixed-rate, fully amortizing, tax-exempt lease-purchase agreement ("Agreement").
Use of Proceeds:	To finance 21 Public Safety Vehicles, the legal titles of which will vest with Lessee during the term of the Agreement. All equipment proposed for financing will be subject to final review and acceptance by Lessor prior to closing.
Financing Amount:	\$794,501.00
Bank Qualified:	This proposal assumes that Lessee will issue less than \$10 million in tax-exempt obligations this calendar year and that the Lessee will designate this lease as a "qualified" tax-exempt obligation.
Location of Equipment:	City of Jackson, Mississippi
Commencement Date:	Anticipated to be on or around September 25, 2023 or other mutually agreed upon date

TRANSACTION DETAILS

Financing Term:	3 years
Payment / Frequency:	Equal semiannual payments of principal and interest in arrears. The first semi-annual payment to be paid six months from the funding date.
Interest Rate:	4.92%
Adjustment to Rate:	The Interest Rate and Payment quoted herein is based on current market rates as indicated by the then current 2-Year SOFR Swap ("Index Rate") as published via Bloomberg, which was 4.788% as of August 11, 2023. The Interest Rate will be the applicable Index Rate multiplied by the Bank's Tax-Exempt Factor of 79% plus a Spread, as outlined below. For every change (increase or decrease) in the Index Rate a corresponding adjustment will be made to the Interest Rate to maintain Lessor's economics.

Rate Calculation: (IR Swap * 79%) + Spread = All-In Rate

Example:

$$2\text{-Year Swap} = (4.788\% * 79\%) + 1.13748 = 4.92\%$$

Lessor reserves the right to adjust the pricing proposed in order to maintain Lessor's anticipated economic return as a result of material adverse change.

Alternative Rate Hold

Option:

5.02% - If this option is chosen, JPMorgan will hold the rate of 5.02% until September 25, 2023. Lessee must notify Lessor of choosing this option instead of the index option by August 17, 2023 otherwise this option expires. If financing does not close by September 25, 2023 the interest rate and payment will be held at Lessor's sole discretion.

Prepayment:

For an additional 26 basis points to the rates quoted above (5.18% and 5.28% respectively), the Financing may be prepaid without penalty, in whole but not in part, prior to maturity, on any payment date after the initial 18 months from Commencement, subject to 30 days prior written notice. No prepayment will be allowed prior to 18 months.

Or

The Financing may be prepaid in whole, but not in part, prior to maturity on any payment date, with 30 days prior written notice. Payment may be subject to a fixed rate / "make whole" break funding charge.

Disbursement of Proceeds:

The transaction will fund via an initial escrow deposit, to a mutually agreeable escrow agent, equal to the full Financing Amount. Disbursements will be made to vendors or as reimbursements to Lessee (in compliance with Treasury Reg. 1.150-2) as funds are required. All fees will be for Lessee's account.

Security:

Lessee will grant Lessor a first priority security interest in the financed equipment. UCC I and UCC II filings will be completed as applicable.

Appropriation:

This Agreement shall be subject to appropriation. The Agreement will require appropriation for payment for any and all equipment on a lease schedule. Appropriation for partial payment or for select assets within a schedule will not be permitted.

OTHER TERMS

Documentation:

The terms of this financing will be evidenced by agreements, instruments and documents ("Lease Documents") usual and customary for a Tax-Exempt Lease Purchase.

We anticipate using the existing Master Lease-Purchase Agreement originally negotiated and signed on September 27, 2021 with the City. Please see Prepayment section above as the existing document will be modified depending on what option is chosen.

Conditions Precedent:

Usual and customary conditions to issuance of the financing including acceptable legal documentation which will include an opinion of counsel that the financing is valid, binding and enforceable. Additionally, documentation will provide that interest earned by the Lessor in this transaction will be excluded from gross income for federal tax purposes.

Representations and Warranties:

Usual representations and warranties for like situated Lessees and the Facility's type and tenor, including, without limitation, absence of material adverse change, absence

of material litigation, absence of default or potential default and continued accuracy of representations.

Representations and warranties relating to Absence of Sovereign Immunity (or waiver of sovereign immunity, if applicable) will also be required for all governmental entities.

Maintenance & Insurance:	All maintenance and insurance are the responsibility of Lessee. Lessee shall bear all risk of loss or damage of the Equipment and will be responsible for keeping the Equipment insured with companies satisfactory to Lessor. Lessor, its parent and/or affiliates, its successors and assigns must be named as loss payee and additional insured as applicable, on all insurance policies. Evidence of such insurance must be satisfactory to Lessor.
Tax Gross Up:	If interest on the Lease is determined to be taxable for any reason the interest on the Lease will increase from the effective date of such taxability to the taxable equivalent rate per annum.
Waiver of Jury Trial:	The Lessee and the Bank will waive, to the fullest extent permitted by applicable law, any right to have a jury participate in resolving any dispute in any way related to this term sheet, any related documentation or the transactions contemplated hereby or thereby.
Anti-Corruption Laws and Sanctions:	The documentation shall contain representations and warranties that the Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by the Lessee, its subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Lessee, its subsidiaries and their respective officers and employees and to the knowledge of the Lessee, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Lessee, any subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of the Lessee, any agent of the Lessee or any subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or credit facility, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.
Waiver of Immunity:	Lessee hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process in any forum with respect to Lease.
Governing Law:	All aspects of the credit(s) being discussed including this Term Sheet and any Lease Documents would be governed by the laws of the State of Mississippi.
Proposal Expiration:	This proposal will expire if acceptance does not occur by September 15, 2023 (unless extended in writing by Lessor).
IRS Circular 230 Disclosure:	JPMorgan Chase & Co. and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with JPMorgan Chase & Co. of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.
Confidentiality Statement:	J.P. Morgan confirms that it will not use confidential information obtained from you by virtue of the potential transaction contemplated by this proposal or our other relationships with you in connection with the performance by J.P. Morgan of such services for other companies. You also acknowledge that J.P. Morgan will not use in connection with the potential transaction contemplated by this preliminary proposal, or furnish to you, confidential information obtained from other companies. Municipal Advisor Disclosures and Disclaimers: The Lessee acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial

transaction between the Lessee and the Bank, (ii) in connection with such transaction, the Bank is acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Lessee, (iii) the Bank is relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank has not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Lessee with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the Lessee on other matters), (v) the Bank has financial and other interests that differ from those of the Borrower, and (vi) the Lessee has consulted with its own financial, legal, accounting, tax, and other advisors, as applicable, to the extent it deemed appropriate.

Amortization Schedule

Aggregate average life (lending) 1.785 years
 Rate 4.92000000%

Date	starting balance	takedowns	debt service	interest	principal	remaining balance
9/25/2023	\$ -	\$ 794,501.00	\$ -	\$ -	\$ -	\$ 794,501.00
3/25/2024	\$ 794,501.00	\$ -	\$ 144,048.73	\$ 19,544.72	\$ 124,504.01	\$ 669,996.99
9/25/2024	\$ 669,996.99	\$ -	\$ 144,048.73	\$ 16,481.93	\$ 127,566.81	\$ 542,430.19
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9/25/2026	\$ 140,590.21	\$ -	\$ 144,048.73	\$ 3,458.52	\$ 140,590.21	\$ 0.00
Total		\$ 794,501.00	\$ 864,292.39	\$ 69,791.39	\$ 794,501.00	

Amortization Schedule – Rate Hold Option

Aggregate average life (lending) 1.786 years
 Rate 5.02000000%

Date	starting balance	takedowns	debt service	interest	principal	remaining balance
9/25/2023	\$ -	\$ 794,501.00	\$ -	\$ -	\$ -	\$ 794,501.00
3/25/2024	\$ 794,501.00	\$ -	\$ 144,289.88	\$ 19,941.98	\$ 124,347.90	\$ 670,153.10
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9/25/2025	\$ 412,015.56	\$ -	\$ 144,289.88	\$ 10,341.59	\$ 133,948.29	\$ 278,067.27
3/25/2026	\$ 278,067.27	\$ -	\$ 144,289.88	\$ 6,979.49	\$ 137,310.39	\$ 140,756.88
9/25/2026	\$ 140,756.88	\$ -	\$ 144,289.88	\$ 3,533.00	\$ 140,756.88	\$ -
Total		\$ 794,501.00	\$ 865,739.26	\$ 71,238.26	\$ 794,501.00	

Amortization Schedule – Prepayment Option

Aggregate average life (lending) 1.787 years
 Rate 5.18000000%

Date	starting balance	takedowns	debt service	interest	principal	remaining balance
9/25/2023	\$ -	\$ 794,501.00	\$ -	\$ -	\$ -	\$ 794,501.00
3/25/2024	\$ 794,501.00	\$ -	\$ 144,676.10	\$ 20,577.58	\$ 124,098.52	\$ 670,402.48
9/25/2024	\$ 670,402.48	\$ -	\$ 144,676.10	\$ 17,363.42	\$ 127,312.67	\$ 543,089.81
3/25/2025	\$ 543,089.81	\$ -	\$ 144,676.10	\$ 14,066.03	\$ 130,610.07	\$ 412,479.74
9/25/2025	\$ 412,479.74	\$ -	\$ 144,676.10	\$ 10,683.23	\$ 133,992.87	\$ 278,486.87
3/25/2026	\$ 278,486.87	\$ -	\$ 144,676.10	\$ 7,212.81	\$ 137,463.29	\$ 141,023.58
9/25/2026	\$ 141,023.58	\$ -	\$ 144,676.10	\$ 3,652.51	\$ 141,023.58	\$ -
Total		\$ 794,501.00	\$ 868,056.57	\$ 73,555.57	\$ 794,501.00	

Amortization Schedule – Rate Hold and Prepayment Option

Aggregate average life (lending) 1.788 years
 Rate 5.28000000%

Date	starting balance	takedowns	debt service	interest	principal	remaining balance
9/25/2023	\$ -	\$ 794,501.00	\$ -	\$ -	\$ -	\$ 794,501.00
3/25/2024	\$ 794,501.00	\$ -	\$ 144,917.72	\$ 20,974.83	\$ 123,942.90	\$ 670,558.10
9/25/2024	\$ 670,558.10	\$ -	\$ 144,917.72	\$ 17,702.73	\$ 127,214.99	\$ 543,343.11
3/25/2025	\$ 543,343.11	\$ -	\$ 144,917.72	\$ 14,344.26	\$ 130,573.46	\$ 412,769.65
9/25/2025	\$ 412,769.65	\$ -	\$ 144,917.72	\$ 10,897.12	\$ 134,020.60	\$ 278,749.05
3/25/2026	\$ 278,749.05	\$ -	\$ 144,917.72	\$ 7,358.97	\$ 137,558.75	\$ 141,190.30
9/25/2026	\$ 141,190.30	\$ -	\$ 144,917.72	\$ 3,727.42	\$ 141,190.30	\$ -
Total		\$ 794,501.00	\$ 869,506.34	\$ 75,005.34	\$ 794,501.00	

Draft Lease Agreement

We have attached the agreement that was negotiated with the City and signed September 27, 2021.

MASTER LEASE PURCHASE AGREEMENT

THIS MASTER LEASE PURCHASE AGREEMENT, dated as of September 27 2021 (this "Agreement"), by and between the CITY OF JACKSON, MISSISSIPPI (the "Lessee") and JPMorgan Chase Bank N.A. (the "Lessor").

WITNESSETH:

WHEREAS, the Lessee has the authority pursuant to Section 31-7-13 of the Mississippi Code of 1972, as amended (the "Mississippi Code"), to execute lease purchase agreements for equipment to be used by it; and

WHEREAS, equipment is defined under this Agreement as personal property; and

WHEREAS, the Lessee desires to obtain the lowest cost for equipment and financing thereof for use by it; and

WHEREAS, the Lessee does hereby enter into this Agreement for the lease purchase of equipment by the Lessee for its use on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. The following terms have the meanings specified below unless the context clearly requires otherwise.

Agreement: This Master Lease Purchase Agreement and all Equipment Schedules hereto.

Agreement Date: September 27, 2021

Contractor: Each of the manufacturers or vendors from whom Lessee has ordered or with whom Lessee has contracted for the manufacture, delivery and/or installation of the Equipment.

Counsel: An attorney duly admitted to the practice of law before *the* highest court of the State.

Equipment: All items of personal property described in Equipment Schedules and subject to this Agreement.

Equipment Group: The Equipment listed in a single Exhibit A.

Equipment Schedule: A schedule consisting of the separate but like numbered pages of Exhibits A and B which have been completed with respect to an Equipment Group and executed by Lessor and Lessee.

Events of Default: Those events described in Section 9.1.

Fiscal Year: The 12-month fiscal period of Lessee which commences in every year on October 1 and ends in every year on September 30.

Funding Date: With respect to each Lease, the date Lessor makes payment to the Contractor(s) for the purchase price of the related Equipment Group or reimburses Lessee for its payment to Contractor or, if the procedure described in Section 2.3 is utilized, the date Lessor deposits funds into an Escrow Account.

Funding Period: September 27, 2021

Interest: The portion of any Rental Payment designated as and comprising interest as shown in any Exhibit A.

Lease: With respect to each Equipment Group, this Agreement and the Equipment Schedule relating thereto, which shall constitute a separate contract relating to such Equipment Group.

Lease Date: The date so designated in each Exhibit A.

Lease Term: With respect to any Equipment Group, the period during which the related Lease is in effect as specified in Section 3.2.

Lien: Any mortgage, security interest, lease, lien, pledge, charge, encumbrance or claim of any kind.

Lease Payment: With respect to any Equipment Group, the payment due from Lessee to Lessor on each Payment Date during the Lease Term as shown in the Exhibit A relating thereto.

Net Proceeds: Any insurance proceeds or condemnation awards paid with respect to any Equipment remaining after payment there from of all expenses incurred in the collection thereof.

Non-Appropriation: The failure of Lessee's City Council to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance by Lessee of all of Lessee's obligations under this Agreement, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Agreement with respect to any Equipment, and from using any moneys to pay any Lease Payments due under this Agreement for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Lease Payment is due and payable as provided in any Exhibit A.

Principal: The portion of any Lease Payment designated as principal in any Exhibit A.

Purchase Option Price: With respect to any Equipment Group, as of the Payment Dates specified in the Exhibit A relating thereto, the amount so designated and set forth opposite each such date in such Exhibit A.

Specifications: The bid specifications and purchase order pursuant to which Lessee has ordered any Equipment from a Contractor.

State: The State of Mississippi.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Section 1.2. Exhibits.

- Exhibit A:** Form of schedule executed by Lessor and Lessee describing Equipment Group, and setting forth the Rental Payments and Prepayment Prices.
- Exhibit B:** Form of Certificate of Acceptance executed by Lessee.
- Exhibit C:** Form of Opinion of City Attorney, Counsel to Lessee.
- Exhibit D:** Certificate of Incumbency
- Exhibit E:** N/A
- Exhibit F:** Form of Escrow Agreement with Exhibit A thereto, Payment Request Form
- Exhibit G:** Essential Use Letter
- Exhibit H:** Declaration of Official intent
- Exhibit I:** Tax Compliance Agreement and No Arbitrage Certificate (Escrow)
- Exhibit J:** N/A
- Exhibit K:** UCC Financing Statements
- Exhibit L:** IRS Form 8038-G
- Exhibit M:** Self Insurance Letter
- Exhibit N:** Small Issuer Certificate

ARTICLE II

LEASE PURCHASE OF EQUIPMENT

Section 2.1. Lease of Equipment. Subject to the terms and conditions hereof, the Lessor agrees to lease to the Lessee, and the Lessee agrees to lease from the Lessor, the Equipment described in Schedules to this Agreement. Equipment Schedules may be executed by Lessor and Lessee on September 27, 2021 (the "Funding Period").

Section 2.2. Acquisition of Equipment. Lessee shall advise Lessor of its desire to lease equipment, the equipment cost, the Contractor of the equipment, expected delivery date and the desired lease terms for such equipment. By execution hereof, Lessor has made no commitment to lease any equipment to Lessee. Nothing herein shall obligate Lessor to lease any equipment to Lessee until Lessor has executed an Exhibit A relating thereto. If Lessor, in its sole discretion, determines the proposed equipment may be subject to a Lease hereunder, Lessor shall furnish to Lessee a proposed Exhibit A relating to the Equipment Group completed insofar as possible. Lessee shall order the Equipment Group from the appropriate Contractor or Contractors. In no event shall Lessee enter into any contract with any Contractor or issue a purchase order which references Lessor. Lessor shall have no obligation to make any payment to a Contractor or reimburse Lessee for any payment it made to a Contractor for an Equipment Group (or, if the alternative procedure described in Section 2.3 hereof is utilized, consent to a disbursement by the Escrow Agent) until five (5) business days after Lessor has received all of the following in form and substances satisfactory to Lessor:

- (a) Exhibit A executed by Lessor and Lessee;
- (b) a Certificate of Acceptance (however, if the alternative procedure in Section 2.3 is utilized, a Certificate of Acceptance is not required until the entire Equipment Group is accepted);
- (c) a resolution or evidence of other official action taken by or on behalf of the Lessee to authorize the acquisition of the Equipment Group on the terms provided in Exhibit A;
- (d) evidence of insurance with respect to the Equipment Group in compliance with Article VI of this Agreement;
- (e) Contractor invoice(s) and/or bill of sale relating to the Equipment Group and if such invoices have been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Regulations;
- (f) as applicable, financing statements executed by Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application if any of the Equipment Group is subject to certificate of title laws;
- (g) a completed and executed Form 8038-G or -GC or evidence of filing thereof with the Secretary of Treasury;
- (h) an Opinion of the City Attorney, Counsel to Lessee;
- (i) certificate of incumbency;
- (j) declaration of official intent (if a reimbursement is request to Lessee);

(k) essential use letter;

(l) if applicable, an Escrow Agreement executed by Escrow Agent and Lessee;

(m) A Tax Compliance Agreement in the form of Exhibit I or J hereto, and

(n) any other documents or items required by Lessor. The above listed documents shall be in substantially the forms of the exhibits attached hereto.

Section 2.3 Escrow Funding. Subject to multiple payments to any Contractor relating to an Equipment Group described in an Equipment Schedule executed by Lessor and Lessee during the Funding Period of this Agreement, the Lessor and the Lessee may enter into an Escrow Agreement with an Escrow Agent establishing a fund from which the Equipment Group cost is to be paid and upon deposit by the Lessor in such fund of an amount equal to such cost, the Lessor and the Lessee shall immediately complete and execute the Equipment Schedule relating to such Equipment Group; and the Lease Payments relating to the Equipment Group shall be due and payable commencing upon the date funds are deposited with the Escrow Agent. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment Group which are operationally complete and functionally independent and which may be utilized by Lessee without regard to whether the balance of the Equipment Group is delivered and accepted. If escrow funding is not used the Lease Payments shall be due and payable upon deposit by the Lessor to the Lessee's account or upon Lessor's payment to Contractor.

Section 2.4 Lease Payments. The Lessee agrees, subject to the terms and conditions of this Agreement, to pay to the Lessor the Lease Payments as set forth in the Equipment Schedules. A portion of each Lease Payment is paid as and represents the payment of interest as set forth in the Lease Payment Schedules. The Lease Payments shall be payable on the Payment Dates as set forth in the Equipment Schedules. If any payment is due on a day which is not a business day (a day on which the offices of the Lessee and banks located in the State of Mississippi are closed) such payment shall be due on the next day which is a business day.

ARTICLE III

LEASE AND USE OF EQUIPMENT

Section 3.1. Use of Equipment. The Lessor agrees and acknowledges that the Equipment financed hereunder as provided in Article II of this Agreement shall be used during the related Lease term solely by the Lessee.

Section 3.2. Term. This Agreement shall be in effect from the Agreement Date until the earliest of (a) termination under Section 4.2 or (b) termination under Section 9.2; provided, however, no Equipment Schedules shall be executed after any Non-Appropriation or Event of Default. Each Lease with respect to an Equipment Group shall be in effect for a Lease Term commencing upon the Lease Date and ending as provided in Section 3.3.

Section 3.3. Termination of Lease Term. The Lease Term with respect to any Lease will terminate upon the occurrence of the first of the following events: (a) the termination of the Lease by Lessee in accordance with Section 4.2; (b) the payment of the Purchase Option Price by Lessee pursuant to Section 8.2; (c) an Event of Default by Lessee and Lessor's election to terminate such Lease pursuant to Section 9.2; or (d) the payment by Lessee of all Lease Payments and all other

amounts authorized or required to be paid by Lessee pursuant to such Lease.

Contracts in connection with the purchase price and delivery of the Equipment will be let pursuant to bid awards made by the Lessee in accordance with all competitive bidding laws applicable to such purchases.

The Lessee agrees to complete and file on a timely basis Internal Revenue Service Form 8038G or 8038GC, as amended (the "Code"). Said form shall be completed and filed by an authorized representative of the Lessee.

ARTICLE IV

LEASE PAYMENTS

Section 4.1. Lease Payments To Be Unconditional. Subject to Section 4.2 hereof, the obligation of the Lessee to make Lease Payments and to pay all other amounts provided for in this Agreement and to perform its obligations under this Agreement shall be absolute and unconditional. Notwithstanding any dispute between Lessee and Lessor or between Lessee and Contractor or any other person, Lessee shall make all Lease Payments and other payments required hereunder when due and shall not withhold any Lease Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make Lease Payments or other payments required hereunder. If the Lessee fails to make Lease Payments by the due date, the Lessee will pay to the Lessor additional interest calculated at the same interest rate specified in the Equipment Schedule. Additional interest will be calculated based on the number of calendar days delinquent. Lessor also shall have the right, at its option and without any further demand or notice, to require a late payment charge as authorized by state law.

Section 4.2. Non-Appropriation. The continuation of the lease purchase of the Equipment described in the Equipment Schedules to this Agreement is contingent upon the appropriation of funds for each Equipment Schedule by the Lessee's City Council to make the payments with respect to the Equipment. In the sole event of Non-Appropriation, the Lease shall terminate, in whole, but not in part, as to the particular Equipment Group for which funds have not been appropriated, effective upon the last day of the Fiscal Year for which funds were appropriated, in the manner and subject to the terms specified in this Article. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Lease Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year, Lessee shall endeavor to give notice of such termination not less than one hundred twenty (120) days prior to the end of the Fiscal Year for which appropriations were made, and shall notify Lessor of any anticipated termination. In the event of termination of a Lease as provided in this Section, Lessee shall comply with the instructions received from Lessor in accordance with Section 4.5. Notwithstanding the foregoing, Lessee hereby agrees (i) that it will not cancel this Lease under the provisions of this Lease if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (ii) that it will not, during a period of three (3) years after such termination occurs, appropriate funds or otherwise give priority in the application of funds to any other functionally similar equipment. This section will not be construed so as to permit Lessee to terminate this Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same function for which the Equipment is intended. In the event this Lease is

terminated pursuant to this Section, any and all funds remaining in Escrow Account shall be applied to any and all amounts due to the Lessor under this Lease.

Section 4.3. Intent To Continue Lease Term; Appropriations. Lessee presently intends to continue each Lease hereunder for its entire Lease Term and to pay all Lease Payments relating thereto. The person or entity in charge of preparing Lessee's budget will include in the budget request for each Fiscal Year the Lease Payments to become due in such Fiscal Year. The parties acknowledge that appropriation for Lease Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform and this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Lease Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease Terms. Lessee will use funds appropriated for this Agreement for no other purpose other than to pay Lease Payments and other amounts due hereunder.

Section 4.4. Intentionally omitted.

Section 4.5. Return of Equipment Upon the termination of any or all Lease Terms prior to the payment of all Lease Payments and without the payment of the then applicable Purchase Option Prices, the Lessee shall deinstall and return the Equipment to the Lessor at a location within the City of Jackson, Mississippi agreed upon by the Lessee and the Lessor in the condition, repair, appearance and working order required under this Agreement within 15 days of receipt of instructions of the Lessor, and all of the Lessee's interest in and to such Equipment will, if requested in writing by Lessor, be transferred to the Lessor and the Lessee will deliver to the Lessor any documents reasonably requested by the Lessor to evidence such conveyance; provided, however, that the term "return" shall not be construed to mean setup or reinstallation of any type.

Section 4.6. Current Expense. The obligations of Lessee, including its obligation to pay the Lease Payments due in any Fiscal Year of a Lease Term, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this Agreement and the Net Proceeds of the Equipment) to the payment of any Lease Payment or other amount coming due hereunder.

ARTICLE V

TERMINATION

Section 5.1. Effect of Termination.

(a) Upon the termination of any Lease for Non-Appropriation, the Lessee shall not be responsible for the payment of any additional Lease Payments or other payments scheduled to become due under the Lease for which funds were not appropriated, beyond the last day of the Fiscal Year for which appropriations were made. However, the Lessee shall be responsible for any unpaid payments which were due prior to said date, and for all Lease Payments and other payments due under all other Leases under this Agreement. Any and all remaining funds remaining in the escrow account shall be applied to any and all sums due the Lessor under this lease.

(b) Upon the payment by the Lessee of an amount equal to the then applicable Purchase Option Price (Prepayment Amount) for Equipment Group as provided in Section 8.2

hereof, the Lease Term shall terminate.

(c) Upon the termination of any Lease by Lessor on account of Lessee's default as provided in Section 9.2, the Lessee shall be responsible for the payment of an amount equal to the Lease Payments for which funds were appropriated in the Fiscal Year in which the default occurred. Such payment shall be due within ten (10) days of notice of the amount due. If the Lessee has not delivered possession of the Equipment to the Lessor in accordance with Section 4.5 hereof, the termination of such Lease Term shall nevertheless be effective, but the Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Lease Payments which would have accrued, then calculated on a daily basis, for a period during which the Lessee fails to return the Equipment. Any and all remaining funds remaining in the escrow account shall be applied to any and all sums due the Lessor under this lease.

(d) Upon the termination of Lease Term for the reasons stated in Section 3.3 (b) or 3.3(d) hereof, the Lessor shall warrant to the Lessee that the item or items of Equipment are free and clear of any liens created by the Lessor, and the Lessor shall execute any certificate which the Lessee may reasonably request to evidence the Lessee's payments in full under the terms of the related Lease and to convey to the Lessee any and all interest which the Lessor may have with respect to such Equipment. Any and all remaining funds remaining in the escrow account shall be applied to any and all sums due the Lessor under this lease.

ARTICLE V

COVENANTS OF THE LESSEE

Section 6.1. Maintenance of Equipment by the Lessee. Except as provided in Section 6.3 hereof, the Lessee agrees that for each item of Equipment it shall at all times during the related Lease Term, at its own cost and expense, maintain, preserve and keep such item of Equipment in good repair, working order and condition subject to reasonable wear and tear. Lessee shall operate and maintain the Equipment fully in accordance with any insurance policy provision, applicable prevailing industry standards and, if applicable, the manufacturer's specifications therefore. Lessee shall keep the Equipment at the address specified in the respective Exhibit A and shall notify Lessor in writing prior to moving the Equipment to another address. Lessee shall maintain Equipment in a condition suitable for certification by the manufacturer thereof (if certification is available). In the event that any parts or accessories forming part of any item or items of Equipment become worn out, lost, destroyed, damaged beyond repair or otherwise rendered unfit for use, Lessee, at its own expense and expeditiously, will replace or cause the replacement of such parts or accessories by replacement parts or accessories free and clear of all liens and encumbrances and with a value and utility at least equal to that of the parts or accessories being replaced (assuming that such replaced parts and accessories were otherwise in good working order and repair). All such replacement parts and accessories shall be deemed to be incorporated immediately into and to constitute an integral portion of the Equipment and, as such, shall be subject to the terms of this Agreement. Lessor shall have no responsibility for any of these repairs or replacements.

Section 6.2. Taxes, other Governmental Charges and Utility Charges. All Equipment and the purchase thereof by the Lessee pursuant to the terms hereof and all Lease Payments to be made hereunder are exempt from all Mississippi sales, use and ad valorem taxes; provided, however, in the event that the ownership, leasing, use, possession or acquisition of any item of Equipment is found to be subject to taxation in any form by the state or any political subdivision thereof (except for income and franchise taxes of the Lessor), the Lessee will pay, subject to the availability of appropriations therefore during the applicable Lease Term, all taxes and governmental charges of any kind whatsoever (the "taxes") that may at any time be lawfully

assessed or levied against or with respect to any item of Equipment or other property acquired as permitted under this Agreement in substitution for, as a renewal or replacement of, or a modification, improvement or addition to, any item of Equipment. With respect to any taxes that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as have accrued during the time the lease term is in effect. The Lessee may at its own expense contest any such taxes which do not adversely affect the interests of the Lessor by subjecting the Equipment to risk of loss by forfeiture. In the event of such contest, the Lessee may permit such taxes to remain unpaid during the period of such contest until a final, nonappealable decision is rendered. The Lessee will pay all utility and other charges incurred in the operation, maintenance, use and upkeep of any item of Equipment.

Section 6.3. Damage; Destruction. The Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment shall relieve the Lessee of the obligation to make the Lease Payments or to perform any other obligation under this Lease Agreement. In the event of damage to any item of Equipment, the Lessee shall immediately provide written notice to Lessor and place the same in good repair. If any item of Equipment is lost, stolen, destroyed or damaged beyond repair, the Lessee, at its option: (a) shall replace the same with like equipment in good repair which has been approved in writing by Lessor which replacement shall become subject to the related Lease or (b) may exercise its purchase option of such item of Equipment without premium or penalty. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss occurrence, (a) Lessee fails to notify Lessor; (b) Lessee and Lessor fail to execute an amendment to the applicable Equipment Schedule to delete the damaged Equipment and add the replacement equipment or facilities or (c) Lessee has failed to pay the applicable Purchase Option Price, then Lessor may, at its sole discretion, declare the applicable Purchase Option Price of the damaged Equipment, to be immediately due and payable, and Lessee is required to pay the same. The Net Proceeds of insurance with respect to the damaged Equipment shall be made available by Lessor to be applied to discharge Lessee's obligation under this Section. The payment of the Purchase Option Price and the termination of Lessor's interest in the damaged Equipment are subject to the terms of Section 8.2 hereof.

Section 6.4. Limitation on Warranties. The Lessor and the Lessee acknowledge that the Lessee will select both the Equipment and the Contractor(s) from whom the Equipment is to be purchased. The Lessee acknowledges and agrees that the Equipment will be of a size, design and capacity selected by it, that the Lessor, does not hereby make any representation, warranty or covenant, express or implied, with respect to the merchantability, condition, quality, durability, design, operation, fitness or use or suitability of the Equipment in any respect whatsoever or in connection with or for the purpose and use of the Lessee, or any other representation, warranty or covenant of any kind or character, express or implied, with respect thereto and does hereby waive any such warranties to the extent allowed by Mississippi law, and the Lessor shall not be obligated or liable for actual, incidental, consequential or other damages of or to the Lessee or any other person or entity arising out of or in connection with the Equipment. The Lessor hereby assigns to the Lessee during the related Lease Term, to the extent permitted by law, all manufacturers' warranties, if any, that it may have, express or implied, with respect to the Equipment, and the Lessor authorizes the Lessee to obtain the customary services furnished in connection with such warranties at the Lessee's expense. The Lessor authorizes the Lessee, to the extent permitted by law, to enforce in Lessee's name any warranty, representation or other claim enforceable against the manufacturer. The Lessor assumes no responsibility for shipment, delivery, installation or maintenance, and all claims of the Lessee, whether for delay, damage or otherwise, shall be made against the manufacturer. The obligation of the Lessee to pay the Lease Payments as defined in Section 4.1 shall not be abated, impaired or reduced by reason of any claims of the Lessee with respect to the Equipment, including but not limited to the condition, quality, workmanship, delivery, shipment,

installation, defects or otherwise.

Section 6.5. Federal Taxation. The Lessee will take no action that will adversely affect the exclusion of that part of each Lease Payment which is properly allocable to interest from gross income for federal income tax purposes pursuant to Section 103 of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Lessee will take action legally within its power necessary to assure that the part of such Lease Payment properly allocable to interest remains excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code and the Regulations. The Lessee will make no use of the Equipment or any portion thereof that would cause this Lease Agreement to become a "private activity bond" within the meaning of the Code and Regulations and will comply with all requirements of the Code and the Regulations necessary to ensure that the Lease does not become an arbitrage bond within the meaning of the Code and the regulations. Lessee covenants to take actions to maintain the Lease Payments as tax-exempt obligations.

Section 6.6. Property Insurance. The Lessee shall procure and maintain continuously in effect during each Lease Term all risk insurance subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the greater of full replacement cost of any part of the Equipment damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment; provided, however, the Lessee shall self-insure with respect to property damage to Equipment constituting rolling stock. Such insurance may be written with customary deductible amounts acceptable to the Lessor. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, repair, restoration or replacement of the Equipment, or to the purchase of the Equipment as provided in Section 6.3 and Lessee shall provide a complete accounting of such application to Lessor. Any Net Proceeds not needed for those purposes shall be paid to the Lessee upon approval by the Lessor. All such insurance shall name Lessor as an additional insured or loss payee and shall provide that it may be altered or canceled by the insurer only after thirty (30) days prior written notice to, and that losses shall be adjusted only with and paid to, Lessor and its assignee, if any, and Lessee, as their interests may appear. Certificates or other evidence satisfactory to Lessor showing the existence of such insurance, the terms and conditions of the policy, and payment of the premium therefor shall be delivered to Lessor prior to execution of each schedule and periodically prior to each expiration of such insurance. In the event Lessee shall fail to obtain or maintain insurance in accordance with the provisions of this Section, Lessor shall have the right to obtain such insurance as Lessor deems necessary, and Lessee shall be obligated to, and shall upon demand, reimburse Lessor for the payment of all premiums there for together with interest computed from the date of Lessor's payment at the Default Rate.

Section 6.7. Worker's Compensation insurance. If required by State law, the Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to the Lessor certificates evidencing such coverage throughout each Lease Term.

Section 6.8. Requirements for All Insurance. All insurance policies (or riders) required by this Article VI shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Mississippi; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least thirty (30) days before the cancellation or revision becomes effective. Each insurance policy or rider required by this Article shall name the Lessor as an additional insured party and loss payee and if required by the Lessor, shall include a lender's loss payable endorsement for the benefit of the Lessor. Prior to delivery of the Equipment, the Lessee shall deposit with the Lessor policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any

such policy or rider, the Lessee shall furnish to the Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article.

Section 6.9. Self-Insurance. Notwithstanding the provisions of Sections 6.6 and 6.7, the Lessee may elect, subject to the prior written consent of Lessor, to meet the requirements of any such Section through self-insurance provided by a Qualified Self-Insurance Program (defined below) having coverage limits equal to or greater than those specified in such Section. In such event, the Lessee shall give the Lessor notice of such election and provide to the Lessor a full, true and correct copy of all documents providing for the establishment and administration of the Qualified Self-Insurance Program and shall execute an addendum to this Lease. As used herein, "Qualified Self-Insurance Program" means a program of self insurance which has been established by the Lessee, or by the Lessee and other political subdivisions of the state, pursuant to a State law specifically authorizing the program, and which is funded in a manner similar to commercial insurance or in a manner specified in such State law.

Section 6.10. Lessee's Negligence. As between Lessor and Lessee, the Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to any Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others. The Lessee hereby assumes responsibility for, indemnifies the Lessor against and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against the Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon this Agreement, the transactions contemplated hereby and the Equipment or based upon the possession, use, operation, condition or storage of the Equipment (unless caused by the Lessor or its agents) to the maximum extent permitted by law.

Section 6.11. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VII

Title; Lien; Use of Equipment

Section 7.1. Title to Equipment. During the Lease Term, title to and ownership of the Equipment and any and all additions, repairs, replacements or modifications shall be in the name of the Lessee.

Section 7.2. Liens. During the Lease Term, the Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any Lien, on or with respect to any item of Equipment other than the respective rights of the Lessor and the Lessee as herein provided.

Section 7.3. Personal Property. To the maximum extent permitted by applicable law, each item of Equipment is and shall at all times be and remain personal property notwithstanding that such item of Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any improvements thereon.

Section 7.4. Use of the Equipment. The Lessee will not install, use, operate or maintain any item of Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. The Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of each item of Equipment. In addition, the Lessee agrees to comply in all respects including, without limitation, with respect to the use, maintenance and operation of each item of Equipment with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and with all regulations, orders and decrees of any legislative, executive, administrative or judicial body exercising any power or jurisdiction over any item of Equipment; provided, however, that the Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of the Lessor in and to any item of Equipment or its interest or rights under this Lease Agreement.

Section 7.5. Security Interest. There is hereby granted by the Lessee and established for the benefit of the Lessor a security interest under the Mississippi Uniform Commercial Code or other applicable law in the Equipment, the proceeds and products thereof and all repairs, replacements, substitutions and modifications thereto or thereof in order to secure the Lessee's payment of all Lease Payments due during the term of this Agreement and the Purchase Option Prices and the performance of all other obligations herein to be performed by the Lessee. Each Equipment Group constitutes security and collateral for Lessee's obligations under the related Lease, and not as security and collateral for any other Leases under this Agreement. If requested by Lessor, Lessee shall obtain a landlord and/or mortgagee's consent and waiver with respect to the Equipment. The Lessee will join with the Lessor in executing such financing statements or other documents and will perform such acts as are required to establish and maintain a valid perfected security interest in the Equipment.

ARTICLE VIII

SALE, ASSIGNMENT, SUBLEASING AND OPTION TO PURCHASE

Section 8.1. Sale, Assignment, Subleasing by the Lessee. Neither this Agreement nor any Lease hereunder or any Equipment may be sold, assigned, subleased, pledged or mortgaged by Lessee.

Section 8.2. The Lessee's Purchase Option. The Lessee may not prepay for the first half of the lease term. Thereafter, on any payment date, Lessee may, upon 30 days written notice, prepay in full all amounts then outstanding under the lease, including accrued interest, principal, other unpaid charges and an amount equal to 1% of the outstanding principal balance multiplied by the number of years or fraction thereof remaining under the Lease Term. Partial repayments of the principal component of the Lease Payments shall be applied in the inverse order of maturity.

Section 8.3. Release of Lessor's Interest. On receipt of the Purchase Option Price in good funds with respect to any Lease and the related Equipment Group, the Lease with respect to such Equipment Group shall terminate and Lessee shall become entitled to such Equipment Group AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that such Equipment Group shall not be subject to any Lien created by or arising through Lessor.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and each Lease and the terms "Events of Default" and "default" shall mean, whenever used in this Agreement, any one or more of the following events:

- (a) Failure by the Lessee to pay in full any Lease Payment required to be paid hereunder within five business days of the time specified herein; or
- (b) Failure by Lessee to maintain insurance as required by Article VI; or
- (c) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than payment of Lease Payments as provided in Section 9.1 (a), for a period of 30 days after written notice from the Lessor specifying such failure and requesting that the failure be remedied is given to Lessee, or, if such cannot be cured within a period of 30 days, to have commenced in good faith to cure the same and diligently proceeded to cure the same within 90 days, unless the Lessor shall agree in writing to an extension of such time prior to its expiration; or
- (d) The Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator for the Lessee or for all or a substantial part of its assets, a petition for relief is filed by the Lessee under federal bankruptcy, insolvency or similar laws or a petition in a proceeding under any bankruptcy, insolvency or similar laws is filed against the Lessee and is not dismissed within 30 days thereafter; or
- (e) The determination by Lessor that any representation or warranty made by Lessee or this Agreement was untrue in any material respect upon execution of Lease Agreement or any Exhibit A.

Notwithstanding anything contained in this Section 9.1 to the contrary, a failure by the Lessee to pay when due any payment required to be made under this Agreement or a failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement resulting from a failure by the Lessee's City Council to appropriate moneys as contemplated by Section 4.2 hereof shall not constitute an Event of Default under this Section 9.1.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 shall have happened and be continuing, the Lessor shall have the right, without any further demand or notice, to take one or any combination of the following remedial steps:

- (1) with or without terminating this Agreement or any Lease, declare all Lease Payments due or to become due with respect to the Lease in default during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Lease Payments shall be immediately due and payable;
- (2) with or without terminating this Agreement or any Lease, enter the premises where the Equipment is kept and disable the Equipment to prevent further use thereof by Lessee and/or repossess any or all of the Equipment by entering upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the

Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Lease Payments due with respect thereto during the Fiscal Year then in effect;

(3) take whatever action at law or in equity may appear necessary or desirable to collect the Lease Payments due hereunder or other payments due in the Fiscal Year in which the default occurred or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Agreement; and/or

(4) by written notice to the Lessee, request the Lessee to (and the Lessee hereby agrees that it shall), at the Lessee's expense, promptly return all Equipment Groups pursuant to Section 4.5.

(5) Each Equipment Schedule executed and delivered under this Agreement shall be treated as a separate financing, distinct from other Leases. Without limiting the foregoing, upon the occurrence of an Event of Default with respect to a Lease, Lessor shall have the rights and remedies specified in Section 9.2 with respect to the Equipment Group financed and the Lease Payments payable under such Lease, and Lessor shall have no rights or remedies with respect to Equipment Groups financed or Lease Payments payable under any other Leases unless an Event of Default has also occurred under such other Leases.

If Lessor terminates this Agreement and/or any Lease and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the applicable Purchase Option Prices of the Equipment Groups; and (v) the balance of any Lease Payments owed by Lessee during the Fiscal Year then in effect. Any disposition proceeds remaining after the requirements of Clauses (i), (ii), (iii), (iv) and (v) have been met shall be paid to Lessee.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 9.4. Agreement To Pay Attorneys' Fees and Expenses. To the maximum extent permitted by law, in the event either party to this Agreement should default under any of the provisions hereof and the non defaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay to the non defaulting party the reasonable fees of such attorneys and/or such other reasonable expenses so incurred by the non defaulting party. In the event that legal proceedings relating to this Agreement are commenced in any court or before any other tribunal of competent jurisdiction, then to the maximum extent permitted by law, the reasonable legal fees and other legal costs and expenses of the prevailing party shall be paid by the non prevailing party on demand of the prevailing party.

ARTICLE X
MISCELLANEOUS

Section 10.1. Notices. Unless otherwise specifically provided, all notices, certificates, requests or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed received when personally delivered, transmitted by facsimile or telecopy or mailed by certified mail, postage prepaid, to the parties at their respective addresses as set forth on the signature pages hereof, until otherwise notified of a change in address. Any facsimile transmission or telecopy must be followed, as soon as possible, by actual delivery of the documents which were transmitted.

Section 10.2. Binding Effect and Assignment. This Agreement shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns. Except as provided in this Section 10.2, neither party shall assign this Agreement, any Lease or their respective rights hereunder except by the written agreement of the parties hereto. The Lessor or its assignees may not publicly sell or offer for sale securities based on the obligations under Lease Agreement; provided, however, that the Lessor may assign in whole or part its rights and the payment obligations under this Agreement or any Lease but only to an assignee(s) who (i) is an accredited investor as defined by Regulation D of the Securities Act of 1933, (ii) has knowledge and experience in financial and business matters, (iii) is capable of evaluating the merits and risks of investment in the Agreement, (iv) has received and acknowledged receipt of such information as necessary to make such evaluation and (v) is able to bear the economic risk of the investment; provided, however, such assignment may be made only upon the condition that the Lessor continues to act as collection and paying agent for such assignee(s) and performs all of the Lessor's duties hereunder unless the Lessee consents otherwise in writing. Any such permitted assignment by the Lessor made in compliance with the conditions hereof shall be effective upon receipt by the Lessee of a written notice of assignment or reassignment, disclosing the name and address of each such assignee.

Upon any assignment of the Lessor permitted hereunder, the Lessor shall, at its expense, appoint a registrar, acceptable to the Lessee, which registrar shall keep complete and accurate records of all assignments in form necessary to comply with Section 149(a) of the Code and the Regulations, proposed or existing, from time to time promulgated thereunder. The Lessee agrees to acknowledge, in writing, receipt of notice of any assignments if so requested; provided, however, the Lessee shall have no liability for any actions taken by the Lessor as the collection and paying agent of such assignee(s).

Section 10.3. Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable to any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 10.4. Entire Agreement and Amendments. This Agreement, all Equipment Schedules and exhibits hereto, constitute the entire agreement between the parties with respect to the transactions contemplated hereby. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor or its assigns and the Lessee.

Section 10.5. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

Section 10.6. Applicable Law; Venue; Jurisdiction. This Agreement shall be governed in accordance with the laws of the State of Mississippi. In the event any action or litigation is brought by any party arising out of or relating to this Agreement, such action or litigation shall be brought in the state and federal court located in the First Judicial District of Hinds County, Mississippi and each of the parties hereby submit themselves to the jurisdiction of such courts in the State of Mississippi.

Section 10.7. Representative Authority To Contract. By signing this document and each Equipment Schedule, the representative of the Lessor hereby represents that such person is duly authorized by the Lessor to execute this document on behalf of the Lessor and that the Lessor agrees to be bound by the provisions hereof.

Section 10.8. Representative of the Lessee. Whenever this Agreement or exhibits hereto provides for the signature of the Lessee, the representatives of the Lessee listed on the Certificate of Incumbency attached hereto as Exhibit D are duly authorized to execute and deliver documents on behalf of the Lessee, and the Lessee agrees to promptly notify the Lessor if any such person is no longer a representative of the Lessee.

Section 10.9. The Lessee's Authority To Contract and other Matters.

(a) The Lessee is the City of Jackson, Mississippi and has the power and authority to enter into this Agreement and each Lease and Escrow Agreement and to carry out the terms thereof, subject to the qualifications with respect to enforceability set forth in Paragraph (c) hereof.

(b) The execution, delivery and performance by the Lessee of this Agreement and each Lease and Escrow Agreement has been duly authorized by all necessary action on the part of the Lessee and such action is in compliance with all public bidding and other State and Federal Laws applicable to this Agreement, each Lease and Escrow Agreement and the acquisition and financing of the Equipment by Lessee. All requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement, each Lease and Escrow Agreement against Lessee.

(c) This Agreement and each Lease and Escrow Agreement, constitute legal, valid and binding contracts of the Lessee, enforceable in accordance with their respective terms except as enforceability may be limited by, and subject to, the following:

(1) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights of creditors generally;

(2) the availability of equitable remedies which may be limited by equitable principles of general applicability, including, but not limited to, the ability to specifically enforce any of the remedies, covenants or other provisions of this Agreement or any Lease or otherwise obtain injunctive relief or other equitable remedies (regardless of whether enforcement is considered in proceedings in law or in equity) in regard to certain covenants and provisions of this Agreement or any Lease where (A) the breach of such covenants or provisions imposes restrictions or burdens upon the Lessee, including the acceleration of the rents due under Lease, and it cannot be demonstrated that the enforcement of such restrictions or burdens is reasonably necessary for the protection of the Lessor; or (B) the Lessor's enforcement of such covenants or such provisions under the

circumstances, or in the manner, would violate the Lessor's implied covenant of good faith and fair dealing or would be commercially unreasonable;

(3) limitations on repossession of property without judicial process requiring that such action be taken without a breach of peace; and

(4) the statutory right of reinstatement prior to foreclosure as set forth in Section 75-9-506 of the Mississippi Code of 1972, as amended (the "Mississippi Code").

(d) This Agreement and each Lease are in accordance with and do not violate the usury statutes of the State.

(e) The execution, delivery and performance by the Lessee of this Agreement, each Lease and Escrow Agreement has been duly authorized by all necessary action on the part of the Lessee.

(f) No litigation is pending or, to the best of our knowledge, threatened in any court or other tribunal, state or federal, relating to the validity or enforceability of this Agreement, each Lease and Escrow Agreement.

(g) The signature of the official of the Lessee which appears on this Agreement each Lease and Escrow Agreement is the signature of the official duly authorized to execute such documents.

(h) The current fiscal period of the Lessee ends September 30, 2021; the next succeeding fiscal period of the Lessee ends September 30, 2022.

(i) Personal property located on the real estate and facilities where the Equipment will be located is not subject to confiscation or removal by a landlord or creditor.

(j) Lessee acknowledges that (i) under Article IX of this Agreement, upon an Event of Default of Lessee, Lessor may elect to terminate this Agreement and each Lease hereunder and (ii) upon a Non-Appropriation by Lessee relating to any Lease or any Equipment, this Agreement and each Lease hereunder shall terminate and Lessee is required upon the occurrence of (i) or (ii) to deliver all Equipment as instructed by Lessor under Section 4.5 hereof.

Section 10.10. The Funding Period under this Agreement begins on September 27, 2021, and ends on September 30, 2021.

Section 10.11. The first semiannual payment will be due six (6) months from the applicable Funding Date (the date the Escrow is funded or, in the absence of Escrow, six (6) months from the date the funds are deposited into the Lessee's bank account, or the Contractor is paid).

Section 10.12. Government Regulation; Anti-Corruption:

(a) Use of Proceeds. Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or any of its subsidiaries or its or their respective directors, officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with

any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(b) Definitions. For the purposes of this Section, the following terms shall have the following meanings: "Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions. "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions- related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

Section 10.13. OFFSHORING. Certain services may be performed by Lessor or any affiliate, including affiliates, branches or units located in any country in which Lessor conducts business or has a service provider. The Lessee authorizes Lessor to transfer Lessee information to such affiliates, branches or units at such locations as the Lessor deems appropriate. Lessor reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be executed in its name and attested by its duly authorized officers, and the Lessee has caused this Agreement to be executed in its name and attested by its duly authorized representatives, all as of the date first above written.

LESSOR:

JPMorgan Chase Bank, N.A.

Name:

K. Will

Title: Authorized Officer

Address: 1111 Polaris Parkway, Ste N4(OH1-1085)
Columbus, OH 43240

Telephone: 312-385-7005

Facsimile: _____

LESSEE:

City of Jackson, Mississippi

Name:

Charles S. Harris

Title: Mayor

Address: City Hall
P. O. Box 17
Jackson, MS 39205

Telephone: 601-960-1005

Facsimile: 601-960-1049

Attest:

Anopla Harris

Municipal Clerk:

Equipment Schedule No. 1

EXHIBIT A

SCHEDULE OF EQUIPMENT AND LEASE PAYMENTS, ETC.

The following Equipment comprises an Equipment Group which is the subject of the Master Lease Purchase Agreement dated as of September 27, 2021 (the "Agreement"), between the undersigned Lessor and Lessee. The Agreement is incorporated herein in its entirety, and Lessee hereby reaffirms all of its representations and warranties contained in the Agreement. Lessee warrants that no Non-Appropriation and no Event of Default or any event which, with the passage of time or the giving of notice, would constitute a default has occurred under the Agreement. In accordance with the requirements of applicable State Law, Lessee has appropriated or obtained sufficient appropriations to pay the Lease Payments due under this Agreement in the current Fiscal Year and such funds have not been expended for any other purpose.

Lease Date: September 27, 2021

EQUIPMENT GROUP

1. Location. The Equipment Group is located at the following address. Prior to relocation of the Equipment Group or portion thereof during the Lease Term, Lessee will provide written notice to Lessor.

Various locations

2. Use. Lessee will use the Equipment Group to perform the following essential governmental or proprietary functions: See Essential Use Letter attached.

3. Description. The following description of the Equipment Group is supplemented by the description of items of Equipment in the Contractor's invoices delivered by Lessee to Lessor and/or by the description of Equipment in Payment Request Forms executed by Lessor to authorize disbursements from an Escrow Account.

<u>Quantity</u>	<u>Cost Per Unit</u>	<u>Description</u>	<u>Serial Number*</u>
-----------------	----------------------	--------------------	-----------------------

See attached Equipment Schedule No. 1 dated September 27, 2021

*If serial numbers are not available at the date of signing this Exhibit A, Lessee hereby authorizes Lessor to insert the serial numbers when available and Lessor shall provide Lessee with a copy of the completed Exhibit A.

(LESSOR)
JPMorgan Chase Bank, N.A.
1111 Polaris Pkwy, Suite N4 (OH1-1085)
Columbus, OH 43240

(LESSEE)
City of Jackson, Mississippi
200 S. President Street
Jackson, MS 39201

Approved:

By: Karen Williams

Name: Karen Williams

Title: Authorized Officer

Approved:

By: Chokwe A. Lumumba

Name: Chokwe A. Lumumba

Title: Mayor

EQUIPMENT/VEHICLE SCHEDULE

**NUMBER ONE (1)
#1/27/2021**

Quantity	Cost Per Unit	Description	Serial Number	Term	Total Equipment Cost	Amount to be Financed	Amount of Escrow	Check No.	Invoice No
1	\$27,610.00	2021 Dodge Durango	1C4RDHFGXMC640820	3	\$27,610.00	\$27,610.00	\$27,610.00	821882	5FL1410
1	\$27,610.00	2021 Dodge Durango	1C4RDHFG0MC640828	3	\$27,610.00	\$27,610.00	\$27,610.00	821882	5FL1397
1	\$27,610.00	2021 Dodge Durango	1C4RDHFGXMC640841	3	\$27,610.00	\$27,610.00	\$27,610.00	821882	5FL1420
1	\$27,610.00	2021 Dodge Durango	1C4RDHFG7MC640845	3	\$27,610.00	\$27,610.00	\$27,610.00	821882	5FL1417
1	\$27,610.00	2021 Dodge Durango	1C4RDHFGXMC640817	3	\$27,610.00	\$27,610.00	\$27,610.00	821882	5FL1409
1	\$27,610.00	2021 Dodge Durango	1C4RDHFG1MC640818	3	\$27,610.00	\$27,610.00	\$27,610.00	821882	5FL1407
1	\$27,610.00	2021 Dodge Durango	1C4RDHFG1MC640821	3	\$27,610.00	\$27,610.00	\$27,610.00	821882	5FL1411
1	\$27,610.00	2021 Dodge Durango	1C4RDHFG9MC640825	3	\$27,610.00	\$27,610.00	\$27,610.00	821882	5FL1413
1	\$27,610.00	2021 Dodge Durango	1C4RDHFG3MC640822	3	\$27,610.00	\$27,610.00	\$27,610.00	821882	5FL1412
1	\$27,610.00	2021 Dodge Durango	1C4RDHFG2MC640827	3	\$27,610.00	\$27,610.00	\$27,610.00	821882	5FL1408
1	\$27,610.00	2021 Dodge Durango	1C4RDHFG6MC640828	3	\$27,610.00	\$27,610.00	\$27,610.00	821882	5FL1414
1	\$27,610.00	2021 Dodge Durango	1C4RDHFG7MC640824	3	\$27,610.00	\$27,610.00	\$27,610.00	821882	5FL1402
1	\$27,610.00	2021 Dodge Durango	1C4RDHFG4MC640828	3	\$27,610.00	\$27,610.00	\$27,610.00	821882	5FL1398
1	\$16,920.00	2021 Nissan Kicks	5N1CP5B7ML511876	3	\$16,920.00	\$16,920.00	\$16,920.00	822821	5FL1305
1	\$108,500.61	Backhoe	NKC763113	3	\$108,500.61	\$108,500.61	\$108,500.61	814412	90108
					\$484,350.61	\$484,350.61	\$484,350.61		

CITY OF JACKSON, MISSISSIPPI

LESSEE:

JPMORGAN CHASE BANK, N A

LESSOR:

BY:



BY:

TITLE: Mayor

TITLE:

DATE:

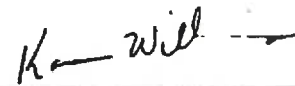
DATE:

Lease Amortization

Date	Funding	Payment	Interest	Principal	Balance
09/30/21	\$484,350.61				\$ 484,350.61
03/30/22		\$ 83,014.73	\$ 8,964.49	\$ 79,115.70	\$ 405,234.91
09/30/22		\$ 83,014.73	\$ 7,501.66	\$ 79,752.59	\$ 325,482.32
03/30/23		\$ 83,014.73	\$ 6,026.47	\$ 80,394.59	\$ 245,087.72
09/30/23		\$ 83,014.73	\$ 4,538.81	\$ 81,041.77	\$ 164,045.95
03/30/24		\$ 83,014.73	\$ 3,038.59	\$ 81,694.16	\$ 82,351.80
09/30/24		\$ 83,014.73	\$ 1,525.69	\$ 82,351.80	\$ 0.00
	\$484,350.61	\$ 498,088.36	\$13,737.75	\$ 484,350.61	

APPROVED: 
 CITY OF JACKSON, MISSISSIPPI, LESSEE 

DATE: 9/29/21

APPROVED: 
 JPMORGAN CHASE BANK, N.A., LESSOR

DATE: 9/30/21

PROCEEDS DISBURSEMENT AUTHORIZATION

JPMORGAN CHASE BANK, N.A.
1111 Polaris Parkway, Suite N4 (OH1-1085)
Columbus, Ohio 43240

Date: September 27, 2021

Re: Disbursements Of Proceeds Under The LEASE PURCHASE AGREEMENT Referred To Below

Reference is made to that certain Master Lease Purchase Agreement dated September 27, 2021 between City of Jackson, Mississippi, ("Lessee") and JPMORGAN CHASE BANK, N.A. (the "Lessor")

I hereby instruct you and authorize you to disburse \$484,350.61 to the account number(s) as specified below:

Payee #1

Wire:

Name of Bank:	BancorpSouth Bank
ABA No.:	084201278
Account Number:	78429479
Account Name:	BancorpSouth Bank City of Jackson Lease Proceeds 2021 KW
Amount:	\$484,350.61
Re:	Lease Proceeds 2021 – City of Jackson, MS

By signing below, Lessee authorizes Lessor to issue checks or direct fund transfers to the payees, in the amounts, and per the instructions (if applicable) set forth above. Lessee also acknowledges that it may be responsible for paying other fees directly to third parties, such as Lessor's counsel, and making other disbursements in connection with the lease transaction per the terms of the lease documents. Lessor may rely and act on the instructions set forth herein and shall not be responsible for the use or application of the funds, and Lessee shall indemnify, defend and hold harmless Lessor from and against any and all losses, costs, expenses, fees, claims, damages, liabilities, and causes of action in any way relating to or arising from acting in accordance therewith. In the event of any conflict with any other instruction set forth herein, the ABA # and Account # shall control.

(The next page is the signature page)

IN WITNESS WHEREOF, the Lessee has caused this Proceeds Disbursement Authorization to be executed as of the day and year first above written.

CITY OF JACKSON, MISSISSIPPI

(Lessee)

By: 

Title: Mayor

EXHIBIT B
ACCEPTANCE CERTIFICATE
EQUIPMENT SCHEDULE DATED SEPTEMBER 27, 2021

THIS ACCEPTANCE CERTIFICATE is issued pursuant to that certain Master Lease Purchase Agreement dated as of September 27, 2021, (the "Agreement") between ("JPMorgan Chase Bank, N.A.") and City of Jackson, Mississippi ("Lessee"). All terms not defined herein shall have their meanings described in the Agreement.

1. The undersigned, as Lessee under the Agreement, acknowledges delivery, installation and receipt in good condition, and hereby accepts all of the Equipment described in Equipment Schedule No. 1 and No. 2 dated September 27, 2021.

2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.

3. Lessee confirms that it will make all Lease Payments set forth on the Schedule of Payments in Equipment Schedule No. 1 dated September 27, 2021 as required by and in accordance with the Agreement. Lessee confirms that sufficient funds have been appropriated to make all Lease Payments due during its current fiscal year and expects and anticipates that sufficient funds will be available to make all Lease Payments due in subsequent years. Lessee confirms that it has designated the Lease and the obligations of the Lessee to pay Lease Payments as "tax-exempt obligations."

4. The Equipment is covered by insurance in the types and amounts required by the Agreement and are located at the location set forth in the Equipment Schedule No. 1 dated September 27, 2021.

5. Attached are (a) true and complete copies of all invoices with respect to which payment is being sought; (b) financing statements and/or lien certificates evidencing Lessor's security interest in the Equipment as necessary or appropriate; and, (c) if an invoice has been previously paid by Lessee and Lessee is seeking reimbursement for such payment, evidence of such payment by Lessee and evidence of compliance with Treasury Regulation 1.150-2 in accordance with the Tax Compliance Agreement and No Arbitrage Certificate of Lessee dated as of the date of the Agreement.

6. No Non-Appropriation or Event of Default, as such term is defined in the agreement, and no event which with the giving of notice for lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

7. Lessee hereby authorizes and directs Lessor to fund the acquisition cost of the Equipment by paying the Vendor(s) the invoice price(s) as set forth on the attached Equipment List or reimbursing Lessee for its previous payment of such amount. Lessee certifies that upon such payment, Lessor will have fully and satisfactorily performed all of its covenants and obligations under the Agreement with respect to the Equipment other than its covenant of quiet enjoyment.

ATTEST/WITNESS:

By:

Angela Harris
Municipal Clerk

Title:

LESSEE:

City of Jackson, Mississippi

By:

Robert A. Jones

Title: Mayor

September 27, 2021

JPMorgan Chase Bank N.A.
1111 Polaris Parkway, Suite N4 (OH-1085)
Columbus, OH 43240

Re: Master Lease Purchase Agreement dated September 27, 2021 and Equipment Schedule No. 1 dated September 27, 2021 thereto (together, the "Lease") between JPMorgan Chase Bank N.A. ("Lessor") and the City of Jackson, Mississippi (the "Lessee")

Gentlemen:

We have acted as counsel to the Lessee in connection with the above-referenced Lease and the related Escrow Agreement dated September 27, 2021 among Lessee, Lessor and BancorpSouth, as Escrow Agent. I have examined the Lease and the related Escrow Agreement and the proceedings of the City Council authorizing the execution of the Lease and the related Escrow Agreement.

As to questions of fact material to our opinion, we have relied upon those proceedings. For purposes of this opinion, we have assumed that the Lessor has the requisite power and authority to enter into the Lease and the related Escrow Agreement and that, to the extent qualification to do business in Mississippi is necessary to use the courts of the State of Mississippi to enforce any right or remedy, without rendering an opinion thereon, the Lessor has qualified or has assumed the risk of not qualifying.

Based upon the foregoing and subject to the qualifications set forth herein, we are of the opinion that, under existing law:

1. The Lessee is the City of Jackson, Mississippi and has the power and authority to enter into the Lease and related Escrow Agreement and to carry out the terms thereof, subject to the qualifications with respect to enforceability set forth in paragraph 3 hereof.
2. The execution, delivery and performance by the Lessee of the Lease and related Escrow Agreement have been duly authorized by all necessary action on the part of the Lessee. The execution of the Lease and the Escrow Agreement and the appropriation of moneys to pay the Lease Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
3. The Lease and related Escrow Agreement constitute legal, valid and binding contracts of the Lessee, enforceable in accordance with their terms, except as enforceability may be limited by, and subject to, the following:
 - (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws related to or affecting the rights of creditors generally;

- (b) the availability of equitable remedies which may be limited by equitable principles of general applicability, including, but not limited to, the ability to specifically enforce any of the remedies, covenants or other provisions of the Lease or otherwise obtain injunctive relief of other equitable remedies (regardless of whether enforcement is considered in proceedings in law or in equity) in regard to certain covenants and provisions of the Lease and related Escrow Agreement where (i) the breach of such covenants or provisions imposes restrictions or burdens upon the Lessee, including the acceleration of rents due under the Lease, and it cannot be demonstrated that the enforcement of such restrictions or burdens is reasonably necessary for the protection of the Lessor; or (ii) the Lessor's enforcement of such covenants or such provisions under the circumstances, or in the manner, would violate the Lessor's implied covenant of good faith and fair dealing or would be commercially unreasonable;
 - (c) limitations on repossession of property without judicial process requiring that such action be taken without a breach of peace;
 - (d) the statutory right of reinstatement prior to foreclosure as set forth in Section 75-9-506 of the Mississippi Code of 1972, as amended (the Mississippi Code);
4. The Lease and the related Escrow Agreement are in accordance with and do not violate the usury statutes of the State of Mississippi.
 5. The execution, delivery and performance of the Lease and the related Escrow Agreement by the Lessee have been duly authorized by all necessary action on the part of the Lessee and have been duly executed and delivered.
 6. No litigation is pending or to the best of our knowledge threatened in any court or other tribunal, state or federal, relating to the validity or enforceability of the Lease and the related Escrow Agreement.
 7. The official of the Lessee whose signature appears on the Lease and Escrow Agreement is the official of the Lessee duly authorized to execute such documents.
 8. Lessee is a state or political subdivision thereof within the meaning of Section 103 (c) of the Internal Revenue Code of 1986.
 9. The interest component of the Lease Payments, as set forth in the Schedule of Payments executed pursuant to the Lease, is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended.
 10. The Lessee has taken all action necessary to designate the Lease and the obligations of the Lessee to pay Lease Payments as "tax-exempt obligations" for the purposes of paragraph (3) of subsection 265 of the IRS Code and the Lease Payments constitute tax-exempt obligations for such purposes.

11. Any applicable public bidding requirements have been met.
12. The Equipment leased pursuant to the Lease constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
13. The Lease (x) creates valid security interests in favor of the Lessor upon all right, title and interest of Lessee in those items and types of the collateral described therein (i) in which a security interest may be created under the Mississippi UCC 9 and (ii) in which the Lessee currently has rights, and (y) will create valid security interests in favor of the Lessor upon all right, title and interest of Lessee in those other items and types of such collateral in which a security interest may be created under the Mississippi UCC 9 and in which the Lessee in the future obtains rights, all as security for the payment of the Lease Payments and Purchase Option Prices and the performance of all other obligations under the Lease to be performed by the Lessee under the Lease. Assuming the Financing Statement will be properly filed for record and properly indexed in the uniform commercial code records of Mississippi Secretary of State, the security interests created by the Lease in those items and types of such collateral described in the Financing Statement in which a security interest may be perfected by filing uniform commercial code financing statements in the State of Mississippi with respect to the Lessee, are perfected.
14. The current fiscal period of the Lessee ends September 30, 2021 the next succeeding fiscal period of the Lessee ends September 30, 2022.
15. The Order Approving The Master Lease Purchase Agreement and related Escrow Agreement was duly and validly adopted by the City Council on August 31, 2021, and such order has not been amended, modified, supplemented, or repealed and remains in force and effect.

We are members of the bar of the State of Mississippi and this opinion relates only to the laws of the State of Mississippi.

This opinion is solely for the benefit of you and any permitted assignee of your interest in the Lease and may not be quoted or relied on by, nor any copies be delivered to, any other person or used for any other purpose or any other transaction.


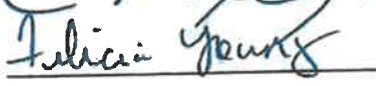
Very truly yours,



Monica D. Allen
City Attorney

EXHIBIT D
CERTIFICATE OF INCUMBENCY

I certify that (i) the Individuals named below are the duly appointed representatives of the City of Jackson, Mississippi holding the office or position set forth opposite their respective names and are authorized to execute and deliver documents for and on behalf of the Lessee, and (ii) the signatures set opposite their respective names and titles are true and authentic signatures.

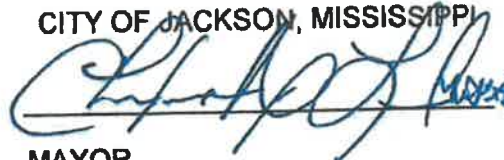
<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Chokwe A. Lumumba	Mayor	
Felicia Young	Finance Manager	

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this ____ day of September 2021.

(Seal)



MUNICIPAL CLERK

CITY OF JACKSON, MISSISSIPPI
By 

MAYOR

I, Monica D. Allen, City Attorney, Affirm The Authenticity Of The Signatures Set Forth Herein Above And The Authority of These Persons To Execute The Documents Pertaining To This Matter.



CITY ATTORNEY

September 30, 2021

JPMorgan Chase Bank N.A.
1111 Polaris Parkway, Suite N4 (OH-1085)
Columbus, OH 43240

Re: Master Lease Purchase Agreement dated September 27, 2021 and Equipment Schedule No. 1 dated September 27, 2021 thereto (together, the "Lease") between JPMorgan Chase Bank N.A. ("Lessor") and the City of Jackson, Mississippi (the "Lessee")

Gentlemen:

We have acted as counsel to the Lessee in connection with the above-referenced Lease and the related Escrow Agreement dated September 27, 2021 among Lessee, Lessor and BancorpSouth, as Escrow Agent. I have examined the Lease and the related Escrow Agreement and the proceedings of the City Council authorizing the execution of the Lease and the related Escrow Agreement.

As to questions of fact material to our opinion, we have relied upon those proceedings. For purposes of this opinion, we have assumed that the Lessor has the requisite power and authority to enter into the Lease and the related Escrow Agreement and that, to the extent qualification to do business in Mississippi is necessary to use the courts of the State of Mississippi to enforce any right or remedy, without rendering an opinion thereon, the Lessor has qualified or has assumed the risk of not qualifying.

Based upon the foregoing and subject to the qualifications set forth herein, we are of the opinion that, under existing law:

1. The Lessee is the City of Jackson, Mississippi and has the power and authority to enter into the Lease and related Escrow Agreement and to carry out the terms thereof, subject to the qualifications with respect to enforceability set forth in paragraph 3 hereof.
2. The execution, delivery and performance by the Lessee of the Lease and related Escrow Agreement have been duly authorized by all necessary action on the part of the Lessee. The execution of the Lease and the Escrow Agreement and the appropriation of moneys to pay the Lease Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
3. The Lease and related Escrow Agreement constitute legal, valid and binding contracts of the Lessee, enforceable in accordance with their terms, except as enforceability may be limited by, and subject to, the following:
 - (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws related to or affecting the rights of creditors generally;

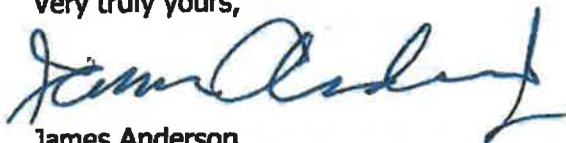
- (b) the availability of equitable remedies which may be limited by equitable principles of general applicability, including, but not limited to, the ability to specifically enforce any of the remedies, covenants or other provisions of the Lease or otherwise obtain injunctive relief of other equitable remedies (regardless of whether enforcement is considered in proceedings in law or in equity) in regard to certain covenants and provisions of the Lease and related Escrow Agreement where (i) the breach of such covenants or provisions imposes restrictions or burdens upon the Lessee, including the acceleration of rents due under the Lease, and it cannot be demonstrated that the enforcement of such restrictions or burdens is reasonably necessary for the protection of the Lessor; or (ii) the Lessor's enforcement of such covenants or such provisions under the circumstances, or in the manner, would violate the Lessor's implied covenant of good faith and fair dealing or would be commercially unreasonable;
 - (c) limitations on repossession of property without judicial process requiring that such action be taken without a breach of peace;
 - (d) the statutory right of reinstatement prior to foreclosure as set forth in Section 75-9-506 of the Mississippi Code of 1972, as amended (the Mississippi Code);
4. The Lease and the related Escrow Agreement are in accordance with and do not violate the usury statutes of the State of Mississippi.
 5. The execution, delivery and performance of the Lease and the related Escrow Agreement by the Lessee have been duly authorized by all necessary action on the part of the Lessee and have been duly executed and delivered.
 6. No litigation is pending or to the best of our knowledge threatened in any court or other tribunal, state or federal, relating to the validity or enforceability of the Lease and the related Escrow Agreement.
 7. The official of the Lessee whose signature appears on the Lease and Escrow Agreement is the official of the Lessee duly authorized to execute such documents.
 8. Lessee is a state or political subdivision thereof within the meaning of Section 103 (c) of the Internal Revenue Code of 1986.
 9. The interest component of the Lease Payments, as set forth in the Schedule of Payments executed pursuant to the Lease, is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended.
 10. The Lessee has taken all action necessary to designate the Lease and the obligations of the Lessee to pay Lease Payments as "tax-exempt obligations" for the purposes of paragraph (3) of subsection 265 of the IRS Code and the Lease Payments constitute tax-exempt obligations for such purposes.

11. Any applicable public bidding requirements have been met.
12. The Equipment leased pursuant to the Lease constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
13. The Lease (x) creates valid security interests in favor of the Lessor upon all right, title and interest of Lessee in those items and types of the collateral described therein (i) in which a security interest may be created under the Mississippi UCC 9 and (ii) in which the Lessee currently has rights, and (y) will create valid security interests in favor of the Lessor upon all right, title and interest of Lessee in those other items and types of such collateral in which a security interest may be created under the Mississippi UCC 9 and in which the Lessee in the future obtains rights, all as security for the payment of the Lease Payments and Purchase Option Prices and the performance of all other obligations under the Lease to be performed by the Lessee under the Lease. Assuming the Financing Statement will be properly filed for record and properly indexed in the uniform commercial code records of Mississippi Secretary of State, the security interests created by the Lease in those items and types of such collateral described in the Financing Statement in which a security interest may be perfected by filing uniform commercial code financing statements in the State of Mississippi with respect to the Lessee, are perfected.
14. The current fiscal period of the Lessee ends September 30, 2021 the next succeeding fiscal period of the Lessee ends September 30, 2022.
15. The Order Approving The Master Lease Purchase Agreement and related Escrow Agreement was duly and validly adopted by the City Council on August 31, 2021, and such order has not been amended, modified, supplemented, or repealed and remains in force and effect.

We are members of the bar of the State of Mississippi and this opinion relates only to the laws of the State of Mississippi.

This opinion is solely for the benefit of you and any permitted assignee of your interest in the Lease and may not be quoted or relied on by, nor any copies be delivered to, any other person or used for any other purpose or any other transaction.

Very truly yours,



James Anderson
Special Assistant to City Attorney

**EXHIBIT F
ESCROW AGREEMENT RELATING TO
EQUIPMENT SCHEDULE NO. 1
MASTER LEASE PURCHASE AGREEMENT
SEPTEMBER 27, 2021**

THIS ESCROW AGREEMENT is made and entered into as of September 27, 2021, by and among BancorpSouth, (the Escrow Agent), JPMorgan Chase Bank, N.A. ("Lessor"), and City of Jackson, Mississippi, a Mississippi municipal corporation ("Lessee").

In the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE 1: RECITALS.

Section 1.01. Lessor and Lessee have entered into a Master Lease Purchase Agreement dated as of September 27, 2021 and Equipment Schedule No. 1 thereto (together, the "Lease"), a duplicate original of which has been furnished to the Escrow Agent, whereby Lessor has agreed to lease certain personal property described therein (the "Equipment Schedule") to Lessee, and Lessee has agreed to lease the Equipment from Lessor, in the manner and on the terms set forth in the Lease. This Agreement is not intended to alter or change the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto.

Section 1.02. The terms capitalized in this Agreement but not defined herein shall have the meanings given to them in the Lease.

Section 1.03. Under the Lease, Lessor is required to deposit or cause to be deposited with the Escrow Agent the sum of \$484,350.61 which is required to be credited to the Equipment Acquisition Fund established in Article 2 hereof and used to pay the Equipment Cost of the items of Equipment, and to the extent not needed for this purpose, to pay or prepay Principal coming due under the Lease; all as hereinafter provided.

Section 1.04. Under the Lease, Lessee will cause each item of Equipment to be ordered from the Contractor therefor. The Equipment Cost to be paid to the Contractor supplying the item of Equipment shall be paid solely from the amount deposited with the Escrow Agent as described in Section 1.03 hereof, in accordance with this Agreement.

Section 1.05. Subject to such control by Lessee as is provided for herein, Lessor and Lessee agree to employ the Escrow Agent to receive, hold, invest and disburse the moneys to be paid to the Escrow Agent by Lessor as described in Section 1.03, all as hereinafter provided; however, the Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor or any Contractor with respect thereto or under the Lease by reason of anything contained in this Agreement.

Section 1.06. Each of the parties has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

ARTICLE 2: EQUIPMENT ACQUISITION FUND.

Section 2.01. The-Escrow Agent shall establish a special escrow fund designated as the Jackson Equipment Acquisition Fund; shall keep such Fund separate and apart from all other funds and moneys held by it and shall administer such Fund as provided in this Agreement.

Section 2.02. All moneys paid to the Escrow Agent by Lessor pursuant to Section 1.03 of this Agreement shall be credited to the Equipment Acquisition Fund. The period from the date of deposit with the Escrow Agent to the date specified in Section 2.03 is herein referred to as the "Acquisition Period". The Escrow Agent shall use the moneys in the Equipment Acquisition Fund to pay the Equipment Cost of each item of Equipment subject to the Lease, upon receipt with respect thereto of a Payment Request Form attached hereto as Exhibit A, executed by Lessor and Lessee, fully completed and with all supporting documents described therein attached thereto. Upon receipt of a Payment Request Form with respect to any item of Equipment an amount equal to the Equipment Cost as shown therein shall be paid to the person or entity entitled to payment as specified therein. Lessee agrees that it will submit Payment Request Forms only with respect to operationally complete and functionally independent portions of the Equipment which may be utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted (hereinafter, "Complete Portions of Equipment"). Lessee acknowledges and agrees that Lessor shall not approve any Payment Request Form which does not describe a Complete Portion of Equipment.

Section 2.03. If there are any funds remaining in the Equipment Acquisition Fund on or after September 30, 2022, the Escrow Agent shall return the remaining balance, including interest to Lessor. The funds shall be applied, in Lessor's discretion based upon the amount remaining in such Fund, on the next payment date to either: (i) all or a portion of the next payment and if such amount is in excess of the next payment then, any remaining balance shall be applied to all or a portion of the next succeeding payments until fully applied; or (ii) as prepayment to the remaining principal balance owing under the Equipment Schedule in the inverse order of maturity; provided, however, if the amount remaining in such Fund consists solely of investment earnings, such excess amounts may be refunded directly to Lessee.

Section 2.04. Upon receipt of written notice from Lessor or Lessee that the Lease has been terminated pursuant to a Non-Appropriation or Event of Default thereunder, the Escrow Agent shall liquidate all investments held in the Equipment Acquisition Fund and transfer the proceeds thereof and all other moneys held in the Equipment Acquisition Fund to Lessor. In the event Lessee provides notice to Lessor of the exercise of Lessee's option to purchase Equipment under the Lease and at such time funds remain on deposit in the Equipment Acquisition Fund, Lessor and Lessee shall instruct the Escrow Agent to disburse the balance of such funds to Lessor, and Lessor shall apply such funds to the Purchase Option Price payable by Lessee under the Lease.

Section 2.05. The Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Equipment Acquisition Fund, and the disbursement thereof in accordance with this Article, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Equipment Acquisition Fund to make the payments herein required.

ARTICLE 3. MONEYS IN EQUIPMENT ACQUISITION FUND; INVESTMENT.

Section 3.01. The moneys and investments held by the Escrow Agent under this Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and the Escrow Agent intend that the Equipment Acquisition Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Equipment Acquisition Fund, and such security interest is hereby granted by Lessee, to secure payment of all sums due to Lessor under the Lease. For such purpose, the Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Equipment Acquisition Fund, Lessor's interest therein.

Section 3.02. Monies held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon order of Lessee only in Qualified investments, as defined in Section 3.05. Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent for the benefit of Lessor. With the approval of Lessee, the Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Article. Such investments and reinvestment shall be made giving full consideration for the time at which funds are required to be available.

Section 3.03. The Escrow Agent shall, without further direction from Lessee, sell such investments as and when required to make any payment from the Equipment Acquisition Fund. Any income received on such investments shall be credited to the Equipment Acquisition Fund.

Section 3.04. The Escrow Agent shall furnish to Lessee and Lessor, an accounting of all investments and interest and income therefrom. Such accounting shall be furnished no less frequently than every three months and upon request of Lessor or Lessee. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investments of moneys made by it in accordance with this Article.

Section 3.05. As used in this Agreement, the term "Qualified Investments" means (a) direct, general obligations of the United States of America in the form Treasury notes or bonds or sweep funds comprised of the same; and (b) certificates of deposit issued by or other forms of deposit in any national or state bank to extent that such deposits are fully insured by the Federal Deposit Insurance Corporation or any successor agency which is backed by the full faith and credit of the United States.

ARTICLE 4: ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 4.01. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of

any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 4.02. If there shall be any disagreement about the interpretation of the Lease or this Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement.

Section 4.03. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.

ARTICLE 5: ESCROW AGENT'S COMPENSATION.

Lessee hereby agrees to pay the Escrow Agent a maximum amount of \$1,000.00 as compensation for services rendered hereunder to September 30, 2022. Thereafter, a prorated escrow fee will be charged to the termination date. Investment earnings will be reduced by investment fees customarily charged on sweep funds or investment transactions.

ARTICLE 6: CHANGE OF ESCROW AGENT

Section 6.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement upon agreement of the parties hereto. Such substitution shall not be deemed to affect the rights or obligations of the parties. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Agreement.

Section 6.02. The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor.

Section 6.03. The Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

ARTICLE 7: ADMINISTRATIVE PROVISIONS

Section 7.01. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of either of them, at any time during regular business hours.

Section 7.02. All written notices to be given under this Agreement shall be given by mail to the party, entitled thereto at its address set forth in the attached Exhibit B, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered form, with postage fully prepaid.

Section 7.03. This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi.

Section 7.04. Any provisions of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

Section 7.05. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Payments under the Lease and any payments due to Lessor hereunder from and after the date when a duplicate original of such assignments is filed with the Escrow Agent.

Section 7.06. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.


Section 7.07. This Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

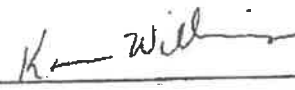
Section 7.08. This Agreement (and, with respect to Lessor and Lessee, together with the Lease) constitutes the entire agreement of the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

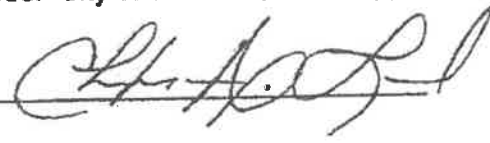
Escrow Agent: BancorpSouth

Lessor: JPMorgan Chase Bank, N.A.

By: 
Its: _____

By: 
Its: Authorized Officer

Lessee: City of Jackson, Mississippi

By: 
Its: _____

PAYMENT REQUEST FORM

The Lessor is hereby requested to pay to the person or corporation designated below as payee, the sum set forth below in payment of all of the acquisition costs described below. The amount shown below is due and payable under a purchase order or contract with respect to the Equipment described below and has not formed the basis of any prior request for payment.

Payee: City of Jackson, Mississippi
200 South President Street
Hood Building Suite 608
Jackson, MS 39201

Amount: \$484,350.61

Description of Equipment and Item
Cost: See Exhibit "A"
Equipment Schedule
No. 1 For Equipment Description
Dated September 27, 2021

Dated:

City of Jackson, Mississippi

LESSEE

BY: 

LESSOR

BY: _____

(Attached duplicate original of Payee's statement)



*Department of Administration
200 South President Street
Jackson, Mississippi 39201*

September 27, 2021

JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, Suite N4 (OH1-1085)
Columbus, OH 43240

Gentlemen:

Reference is made to Equipment Schedule No. 1 of that certain Master Lease Purchase Agreement, dated as of September 27, 2021, (the "Agreement"), between JPMorgan Chase Bank, N.A. as Lessor, and the undersigned, as Lessee. The Equipment as such term is defined in the Agreement can be generally described as follows:

See "Exhibit A"

This confirms and affirms that the Equipment is essential to the governmental functions of Lessee.

Further, Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee. Specifically, the Equipment selected by Lessee to be used as follows:

- Vehicles and related equipment for-Police Department-Public Safety
- Backhoe and related equipment for-Parks and Recreation

Sincerely,

A handwritten signature in black ink that reads "Felicia Young".

Felicia Young
Finance Manager
Department of Administration

EXHIBIT H

Equipment Schedule No. One (1)

DECLARATION OF OFFICIAL INTENT

I, Chokwe A. Lumumba, Mayor of The City of Jackson, having been duly authorized by the City Council of The City of Jackson as the official of The City of Jackson responsible for making declarations of official intent for the purpose of satisfying the official intent requirement of Treas. Reg. 1.150-2, hereby certifies, on behalf of The City of Jackson, as follows:

1. The City of Jackson reasonably expects to reimburse the following expenditure(s) with the proceeds of a tax-exempt financing:

<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>PAYEE</u>
\$484,350.61	Exhibit "A" Attached	City of Jackson, MS

The project to which the expenditure(s) relate can be generally described as follows:
Master Lease Purchase Agreement Dated September 27, 2021

Of the total amount of the proceeds of the tax-exempt financing from which reimbursement is to be made, \$484,350.61 is reasonably expected to be used to reimburse the above-described expenditure(s).

2. This Declaration of Official Intent is being entered into not later than sixty (60) days after payment of the original expenditure(s).

This Declaration of Official Intent is intended to be a Declaration of Official Intent within the meaning of Treas. Reg. 1.150-2.

This Declaration of Official Intent shall be made available for general public inspection at City Hall, 219 South President Street, Jackson, MS 39201, the main administrative office of the City of Jackson within thirty (30) days of the date hereof and shall remain available for general public inspection until the date of issue of the tax-exempt financing that provides the monies for reimbursement.

IN WITNESS WHEREOF, I have executed this Declaration of Official Intent as of the _____ day of September, 2021.



Chokwe A. Lumumba, Mayor
City of Jackson, Mississippi

TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Equipment Schedule No. 1 to the Master Lease Purchase Agreement dated as of September 27, 2021, by and between JPMorgan Chase Bank, N.A., as lessor ("Lessor"), and City of Jackson, Mississippi as lessee ("Lessee").

1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectation of Lessee as to future events regarding the financing of certain Equipment by Lessee as described in Equipment Schedule No. 1 to the Master Lease Purchase Agreement dated as of September 27, 2021, (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of \$484,350.61 of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has never been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The lease payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

2. Purpose of the Financing Documents.

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which are essential to the governmental functions of Lessee, which Equipment is described in the Description of the Equipment executed and delivered by Lessee pursuant to the Lease. The principal amount represented by the Financing Documents, or \$484,350.61, will be deposited in escrow by Lessor on September 27 2021 (the date of issuance) and held by BancorpSouth, as escrow agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of September 27, 2021, (the Escrow Agreement"), and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the principal amount represented by the Financing Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents,

3. Source and Disbursement of Funds.

3.1. The principal amount represented by the Financing Documents does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

- (a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. § 1.150-2;
- (b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
- (c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles;
- (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. § 1.148-10 by virtue of, among other things, use to refund, or to create or increase a reserve or replacement fund with respect to, any other obligations issued by it.

4. Temporary Period.

4.1. Lessee expects, within six months from the date of issuance of the Financing Documents, (a) to have had disbursed from escrow an amount in excess of the lesser of 5% of the amount deposited by Lessor in Escrow or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times from October 1, 2020 to March 31, 2022.

At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 19 months from the date of issuance of the Financing Documents. It is anticipated that all Equipment will be delivered and accepted, and all funds provided by Lessor and interest earnings thereon expended, prior to September 30, 2022.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until Equipment has been accepted by Lessee.

5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturers of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment.

6. Exempt Use.

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141 (b) (6) of the Internal Revenue Code of 1986, as amended.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

8. **Miscellaneous.**

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason it is applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall - maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of five years after payment in full under the Financing Documents.

8.4. Lessee has designated and taken all actions necessary to make the Lease and the obligations to make Lease Payments thereunder as tax-exempt obligations.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

Lessee
City of Jackson, Mississippi

By:


Chokwe A. Lumumba

Title: Mayor

Date:

9/27/21

Attest:


Municipal Clerk

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

Under Internal Revenue Code section 149(e)
See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority If Amended Return, check here

1 Issuer's name
CITY OF JACKSON, MISSISSIPPI

2 Issuer's employer identification number (EIN)
64-600503

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or F.O. box if mail is not delivered to street address) Room/suite

5 Report number (For IRS Use Only) **3**

6 City, town, or post office, state, and ZIP code
P.O. BOX 17

7 Date of issue
09/27/2021

8 Name of issue
Master Lease Purchase Agreement dtd 09/27/2021

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)
Laa Wanda Jones-Horton

10b Telephone number of officer or other employee shown on 10a
601-960-1005

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education		
12	Health and hospital		
13	Transportation		
14	Public safety		
15	Environment (including sewage bonds)		
16	Housing		
17	Utilities		
18	Other. Describe Lease Purchase Financing		
19a	If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>	
b	If bonds are BANs, check only box 19b	<input type="checkbox"/>	
20	If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>	
18		\$484,350	61

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/27/2024	\$ 484,350.61	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			
23	Issue price of entire issue (enter amount from line 21, column (b))			
24	Proceeds used for bond issuance costs (including underwriters' discount)			
25	Proceeds used for credit enhancement			
26	Proceeds allocated to reasonably required reserve or replacement fund			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V			
28	Proceeds used to refund prior taxable bonds. Complete Part V			
29	Total (add lines 24 through 28)			
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded **years**

32 Enter the remaining weighted average maturity of the taxable bonds to be refunded **years**

33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)

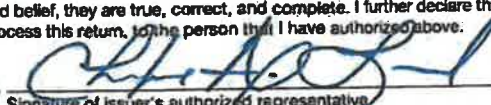
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
 - 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
 - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
 - c** Enter the name of the GIC provider ▶ _____
 - 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
 - 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ _____
 - 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
 - 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
 - 41a** If the issuer has identified a hedge, check here and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
 - 42** If the issuer has superintegrated the hedge, check box
 - 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
 - 44** If the issuer has established written procedures to monitor the requirements of section 148, check box
 - 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement
 - b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.


Chokwe A. Lumumba, Mayor
Signature of issuer's authorized representative
Date
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶		Phone no.	
Firm's address ▶				



*Department of Administration
200 South President Street
Jackson, Mississippi 39201*

September 27, 2021

JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, Suite N4 (OH1-1085)
Columbus, OH 43240

Dear Gentlemen:

The City of Jackson is self insured for rolling stock, i.e. cars, pickups, backhoe, etc. The City has an insurance policy for building and contents.

Sincerely,

A handwritten signature in black ink that reads "Felicia Young". The signature is written in a cursive style.

Felicia Young
Finance Manager
Department of Administration

CERTIFICATE OF COVERAGE

ISSUED TO

Jackson City Clerk

The Mississippi Tort Claims Board has reviewed your plan of coverage against exposure of risks as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. The Board is of the opinion that your plan meets the requirements of Section 11-46-17, Chapter 46, Title 11, Mississippi Code 1972, as amended.

This certificate shall expire at the end of one (1) year from the issued date hereof or the ending date of any policy or policies of insurance that may have been purchased.

Issued this 12TH day of November, 2020

Approved Coverages

AUTO*GEN

Mississippi Tort Claims Board



Lea Ann McElroy, Administrator



Baystone Government Finance

Proposal RFP NO. 94654-081523– Lease Purchase Financing
City of Jackson, MS

Finance Manager,

Baystone Government Finance, a division of KS StateBank, has specialized in tax-exempt lease purchase financing for over three decades. Our personal attention to detail and 150+ years of combined experience has made us a leader in tax-exempt financing since our inception in 1988.

Chartered in 1969, KS StateBank is a full service community bank located in Manhattan, Kansas. KS StateBank has over \$2.3 billion in total assets including a portfolio of municipal obligations in excess of \$575 million. KS StateBank underwrites, documents, services, and funds over 1,500 municipal obligations originated by Baystone Government Finance each year.

Baystone Government Finance is an active member of both the Association of Governmental Leasing and Finance (AGL&F) and Equipment Leasing and Finance Association (ELFA). We have continuously attended and been involved with annual meetings and conferences.

I have attached for your review our formal proposal along with a sample payment schedule. If you need any additional information, please contact me at 800-752-3562 or via email at kneathery@ksstate.bank.

Thank you,

A handwritten signature in blue ink that reads 'Karen Neathery'.

Karen Neathery
Account Manager
Baystone Government Finance
2627 KFB Plaza, Suite 202E
Manhattan, Kansas 66503
Phone: 800.752.3562
Fax: 785.537.4806



Baystone Government Finance

August 10, 2023

FORMAL PROPOSAL

OBLIGOR: CITY OF JACKSON, MS

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the three (3) year term.

PURPOSE: RFP: 94654-081523 - LEASE PURCHASE FINANCING

OPTION 1

Acquisition Cost:	\$794,501.00	Term:	Three (3) years	First Payment Due:	March 25, 2024
Down Payment:	\$ 0.00	Payment Mode:	Semi-Annual in Arrears	Payment Amount:	\$146,298.53
Trade In:	\$ 0.00	Interest Rate:	5.850%		
Principal Balance:	\$794,501.00	Rate Factor:	0.184139		

- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before August 29, 2023. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. Should there be a significant change in market rates at any time prior to funding of the transaction, Baystone Government Finance reserves the right to adjust the Interest Rate quoted above.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

BAYSTONE GOVERNMENT FINANCE

CITY OF JACKSON, MS

Karen Neathery ~ kneathery@ksstate.bank
Account Manager

Signature

Title

Date

1010 Westloop Place, Manhattan, KS 66502
800.752.3562 ~ Fax: 785.537.4806

City of Jackson, MS - Payment Schedule

Compounding Period: Semiannual

Nominal Annual Rate: 5.850%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	09/25/2023	794,501.00	1		
2 Payment	03/25/2024	146,298.53	6	Semiannual	09/25/2026

TValue Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	09/25/2023				794,501.00
1	03/25/2024	146,298.53	23,239.15	123,059.38	671,441.62
2	09/25/2024	146,298.53	19,639.67	126,658.86	544,782.76
3	03/25/2025	146,298.53	15,934.90	130,363.63	414,419.13
4	09/25/2025	146,298.53	12,121.76	134,176.77	280,242.36
5	03/25/2026	146,298.53	8,197.09	138,101.44	142,140.92
6	09/25/2026	146,298.53	4,157.61	142,140.92	0.00
Grand Totals		877,791.18	83,290.18	794,501.00	

Last interest amount decreased by 0.01 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.850%	\$83,290.18	\$794,501.00	\$877,791.18



Cogent Leasing and Financing, Inc.
420 S Orange Ave., Suite 850
Orlando, FL 32801
Phone: (410) 409-7579
Email: mhortev@cogentbank.net

August 11, 2023

City of Jackson
Municipal Clerk Department
219 South President Street
Jackson, MS 39201

Via Overnight Courier

RE: RFP#94654-081523 Lease Purchase Financing Interest Rate Proposal

Dear Sir or Madam:

Cogent Leasing and Finance, Inc. is pleased to present this proposal for tax-exempt lease financing to the District in connection with purchase of various essential-use items.

Lessee: City of Jackson, MS

Lessor: Cogent Leasing and Financing, Inc.

Type of Financing: Tax-exempt lease financing. The Lease will constitute a "state or local bond" with the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended.

Net Obligation: The lease shall be a net lease arrangement whereby Lessee is responsible for all costs of operation, maintenance, insurance, and taxes. Payments due under the lease agreement shall be based on the annual appropriation of funds during each year of the lease.

Equipment: New vehicles

Total Equipment Cost: \$794,501.00 (+/- 10%)

Total Lease Amount: \$794,501.00 (+/- 10%)

Term: Three (3) years with semiannual payments made in arrears

Lease Rates: 5.93%

Rental Payments: Please refer to Exhibit A, Sample Amortization Schedule

Anticipated Closing

Date: On or before September 11, 2023

Responsive. Committed. Innovated.

Rate Lock: The indicated Lease Rates will be fixed until September 11, 2023

If, for any reason, the Lease is not closed by September 11, 2023, the Lease Rate may be adjusted five (5) days prior to the Lease Funding Date.

Pre-Payment Premium: Lessee may prepay the Lease in full, but not in part, on any payment due date for 102% of the then outstanding principal balance.

Tax Status: Lessee will designate the lease as a qualified obligation (Bank Qualified), stating that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during the 2023 calendar year will not exceed ten million dollars (\$10,000,000).

The interest portion of the rental payments under the lease will be excludable from the gross income of Lessor for federal income taxation purposes. Upon a determination that the interest component of the rental payments under the lease is includable in gross income of Lessor for federal income tax purposes, the interest rate on the lease will increase to a rate sufficient to restore Lessor to its after-tax yield from and after the date such interest became includable in Lessor's gross income, and taking into account all penalties, fines, interest and additions to tax.

Reimbursement: If Lessee intends to be reimbursed for any Equipment costs associated with this Agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced and must qualify under Treasury Regulation Section 1.150.2.

Escrow Funding: Proceeds of the Lease will be deposited with Cogent Bank. Payments to vendors will be made directly out of the escrow account upon the delivery to and acceptance of the Equipment by the Lessee. Lessor will maintain a security interest in the Escrow account.

Authorization: Lessee's governing board shall provide Lessor with its resolution or ordinance authorizing this Agreement and shall designate the Individual(s) to execute all necessary documents used therein.

Legal Title: Title to the Equipment will be in the name of the Lessee, subject to Lessor's interests under the lease agreement.

Legal Opinion(s): Lessee's counsel shall furnish Lessor with an opinion with respect to Lessee's obligations under the lease documents described herein. This opinion shall be in a form and substance satisfactory to Lessor.

Costs and Expenses of Lessor: Waived

Documentation: Lease documentation will be furnished by Lessor. The documentation for the Lease will contain covenants, representations and warranties usual and

customary for transactions of this type and others appropriate to the transaction. All documentation to be executed in connection herewith shall be in satisfactory form and substance to Lessor.

Insurance: Lessee shall furnish of (a) all risk physical damage insurance coverage for the full replacement cost of the Equipment, (b) \$1 million combined single limit liability insurance. Lessor shall be named as loss payee on casualty insurance and additional insured on liability insurance.

Financial Statements: Lessee shall provide to Lessor financial statements for at least the last three consecutive years of financial information, as well as a current budget, demographics, and proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue the lease agreement as may be reasonably requested by Lessor.

Assignment: Lessor may sell, assign or encumber all or any part of its right title and interest in any portion or all of the lease agreement including, without limitation, an assignment, transfer or conveyance to a trustee as part of a multiple asset pool to a partnership or trust or similar transaction; provided, however, in no event shall the Lessor assign such interests as a public offering. Lessee consents to a private placement transaction within the meaning of applicable federal securities laws. The lease agreement may be offered and sold solely to one or more persons who are reasonably believed to be qualified institutional buyers or accredited investors.

Disclosure: Lessor is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and does not provide financial or tax advice.

Proposal Expiration: Lessee must notify Lessor that the Lessor is the apparent winner of the bid by August 25, 2023, otherwise this Proposal shall expire unless extended, in writing, by Lessor.

Credit Due Diligence: In order for Lessor's credit administration group to expedite its review of this transaction, lessor will require the following information:

- 3 most recent years of audited financial statements (received)
- Most recent Interim financial statements
- Most recent financial projections
- Related invoices, purchase orders and / or vendor quotes
- Documentation referenced throughout the RFP and this Proposal

Additional information may be requested during the underwriting process.

This Proposal is a summary regarding the financing transaction on the general terms and conditions outlined herein. This Proposal is not intended to and does not create any binding legal obligation on the part of either party. Credit, legal

and investment approval have not yet been obtained for the amount or other aspects of the proposed financing, and after obtaining the same, any commitment will be subject to the negotiation, execution and delivery of final legal documentation acceptable to all parties and their counsel.

Lessor may change the terms or cease future consideration of the financing at any time without liability to Lessee. In any event, the terms and conditions of this Proposal, shall be superseded by and shall no longer be effective upon the execution and delivery of final legal documentation with respect to this proposed transaction.

This Proposal does not purport to summarize all of the terms and conditions upon which the lease is to be based, which terms and conditions would be contained fully in final documentation and indicates only the principal term and conditions under which the transaction will be considered.

It is a pleasure to offer this financing proposal to the City. We hope that our genuine excitement regarding the opportunity shines through in our response. And as always, please don't hesitate to reach out with any questions.

Very truly yours,

Michael J. Horkey

Michael J. Horkey
President

Agreed to and Accepted by:
City of Jackson, MS

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Sample Three (3) Year Amortization Schedule
Semiannual Payments

Amortization Report 08/14/2023 6:21 PM

Compounding Period: Semiannual

Nominal Annual Rate: 5.93%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
	1 Loan	9/11/2023	794,501.00	1		
	2 Payment	3/11/2024	146,492.81	6	Semiannual	9/11/2026

TValue Amortization Schedule - Normal, 30E3/360

		Date	Payment	Interest	Principal	Balance
Loan		9/11/2023				794,501.00
	1	3/11/2024	146,492.81	23,556.95	122,935.86	671,565.14
	2	9/11/2024	146,492.81	19,911.91	126,580.90	544,984.24
	3	3/11/2025	146,492.81	16,158.78	130,334.03	414,650.21
	4	9/11/2025	146,492.81	12,294.38	134,198.43	280,451.78
	5	3/11/2026	146,492.81	8,315.40	138,177.41	142,274.37
	6	9/11/2026	146,492.81	4,218.44	142,274.37	0.00
Grand Totals			878,956.86	84,455.86	794,501.00	

---This Section Intentionally Left Blank---

Lessor First American Equipment Finance, 211 High Point Drive, Victor, NY 14564

Lessee City of Jackson, Mississippi, 219 South President Street, Jackson, MS 39201

Equipment (20) Dodge Durangos and (1) Ford Expedition

Equipment Cost \$794,501.00

Lease Options

Lease Term	36 Months
Lease Rate Factor	0.18474
Semi-Annual Payment	\$146,776.11
Implicit Rate	6.047%
Lease Type	Tax-Exempt Lease Purchase
Payment Frequency	Semi-Annual in Arrears

Tax-Exempt Lease At the end of the lease you will own the equipment. The terms of the lease will be evidenced by documents usual and customary for a Tax-Exempt Lease Purchase, including an IRS 8038-G form. The lease documents must be acceptable to you and your counsel, who will provide an opinion that the lease is valid, binding, and enforceable.

Escrow Agreement Lessor will establish an Internal Escrow account for Lessee. There will be no fee assessed to Lessee for establishing the Internal Escrow account.

Interim Rent None

Rental Payments Your lease will begin on the day you accept the equipment. Rental payments will be due semi-annual, in arrears.

Index Rate Your rental rate is based on the average-life SOFR swap of 4.979% (referred to as the Index Rate) as of August 10, 2023 and may be adjusted proportionately for any change in the Index Rate prior to receiving a signed lease proposal. After receiving a signed lease proposal, your rate will be locked until the estimated fund date of September 25, 2023. After funding, the rental rate will remain fixed for the duration of the lease term.

Fees None

Business Information You will provide financial information reasonably requested by First American, including but not limited to year-end audited financial statements.

Account Access You will have access and visibility into all aspects of your equipment leases and project financing through your online account – a digital hub that expedites the funding process, puts you in control, and houses all documentation related to your leases. Your account can also provide API connectivity to communicate with your systems. Visit myfaex.com for more information.

Concierge Service Your dedicated Project Manager will manage every step of your lease:

- ✓ Project communication
- ✓ Lease documentation
- ✓ Vendor payment
- ✓ Lease invoicing

Additional Terms

Each lease schedule will be a net lease, and you will be responsible for all expenses relating to the equipment and the transaction, including maintenance, insurance, sales, use and personal property taxes, and other expenses relating to the purchase, possession, lease, and use of the equipment.

You authorize First American to file and record financing statements regarding this transaction and take a first priority security interest in the equipment and deposits. You will be responsible for any purchase orders issued by First American on your behalf.

The terms and conditions of this proposal, except for the provisions concerning security interests and the good faith deposit, will be superseded by the final documentation for each lease schedule. This proposal is not a commitment. First American will only provide lease financing upon the satisfactory completion of its due diligence and mutually acceptable documentation.

Board Contingency

All terms related to this proposal shall be contingent on final budget and solicitor approval. In the event either approval is not obtained, you shall have no obligation under the terms of this proposal.

First American welcomes the opportunity to serve your organization. This proposal expires on **August 16, 2023**. To accept, please sign below and send an electronic copy to First American.

Offered by:

First American Equipment Finance



Ryan Hierlwimmer

Assistant Vice President

August 11, 2023

Accepted by:

City of Jackson, Mississippi

By

Name.....

Title

Date.....

Compounding Period: Semiannual

Nominal Annual Rate: 6.047%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	09/25/2023	794,501.00	1		
2 Payment	03/25/2024	146,776.11	6	Semiannual	09/25/2026

TValue Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	09/25/2023				794,501.00
2023 Totals		0.00	0.00	0.00	
1	03/25/2024	146,776.11	24,020.03	122,756.08	671,744.92
2	09/25/2024	146,776.11	20,308.77	126,467.34	545,277.58
2024 Totals		293,552.22	44,328.80	249,223.42	
3	03/25/2025	146,776.11	16,485.30	130,290.81	414,986.77
4	09/25/2025	146,776.11	12,546.24	134,229.87	280,756.90
2025 Totals		293,552.22	29,031.54	264,520.68	
5	03/25/2026	146,776.11	8,488.08	138,288.03	142,468.87
6	09/25/2026	146,776.11	4,307.24	142,468.87	0.00
2026 Totals		293,552.22	12,795.32	280,756.90	
Grand Totals		880,656.66	86,155.66	794,501.00	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
6.047%	\$86,155.66	\$794,501.00	\$880,656.66

15

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 2°C MISSISSIPPI TO FACILITATE THE “GOING GREEN FOR A COOL HEALTHY JACKSON” PROJECT

REC 8/15/23

WHEREAS, on October 27, 2020, the Jackson City Council ratified the submission of the “Going Green for a Cool, Healthy Jackson” grant application to the Robert Wood Johnson Foundation (RWJF) and authorized the Mayor to accept the grant award to reduce mortality and prevent illness associated with urban-heat-island (UHI) effects in Jackson, Mississippi, while providing a range of social, economic, cultural, and ecological co-benefits for the City of Jackson’s at-risk residents for the term beginning November 1, 2020, and ending April 30, 2023; and

WHEREAS, on September 28, 2021, the Jackson City Council authorized the Mayor to execute an amendment to the Robert Wood Johnson Foundation “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2°C Mississippi such that 2°C Mississippi would facilitate said project for the remainder of the grant term; and

WHEREAS, on February 15, 2022, the Jackson City Council authorized the Mayor to amend consultant agreements with Dr. Vivek Shandas, Anna Marandi, Dr. Berneece Herbert, Dr. Dominika Parry, and UMMC to reflect that the consultants will be paid by 2°C Mississippi; and

WHEREAS, on February 15, 2022, the Jackson City Council authorized the Mayor to execute a professional services agreement with 2°C Mississippi to facilitate the “Going Green for a Cool, Healthy Jackson” project for the remainder of the grant term beginning February 1, 2022, and ending April 30, 2023, in the amount of \$475, 549.00; and

WHEREAS, on May 5, 2023, RWJF notified the Deputy Director of Economic Development that the grant period has been extended to October 31, 2023; however, the amendment does not modify the scope of work or increase the Foundation’s commitment; and

WHEREAS, to date, the City has received \$382,472.00 in grant funds from the Robert Wood Johnson Foundation, and the City was due to receive the remaining amount of \$93,077.00 in 2023; and

WHEREAS, the City will keep \$1,946.00 of the grant funds from the Robert Wood Johnson Foundation for indirect costs; and

WHEREAS, the City of Jackson Chief Administrative Officer recommends the Mayor execute an amendment to the professional services agreement with 2°C Mississippi, 116 Summerlake Drive, Ridgeland, Mississippi, 39157, an organization founded by Dr. Dominika Parry that is purposed with building environmentally and economically sustainable communities, municipalities and businesses in Mississippi, to facilitate the project for the remainder of the grant term beginning upon execution and ending October 31, 2023, in the amount of \$91,131.00.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an amendment to the professional services agreement with 2°C Mississippi, to facilitate the Robert Wood Johnson Foundation's "Going Green for a Cool, Healthy Jackson" project for the remainder of the grant term beginning upon execution of the agreement and ending October 31, 2023, in the amount of \$91,131.00.

Item #: _____
Date: _____
By: (Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 6/8/2023

POINTS		COMMENTS								
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 2°C MISSISSIPPI TO FACILITATE THE “GOING GREEN FOR A COOL HEALTHY JACKSON” PROJECT								
2.	Purpose	To preserve the City’s natural heritage; ensure connectivity of green spaces; minimize heat risk while maximizing ecosystem services; maximize the biomass of green infrastructure; maintain infrastructure; build institutional capacity; and incorporate educational opportunities								
3.	Who will be affected	City of Jackson								
4.	Benefits	Quality of Life								
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 	CAO								
8.	COST	\$91,131.00								
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Robert Wood Johnson Foundation grant								
10.	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>



MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Louis Wright, City Administrative Officer

Date: June 8, 2023

Subject: ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 2°C MISSISSIPPI TO FACILITATE THE "GOING GREEN FOR A COOL HEALTHY JACKSON" PROJECT

The attached agenda item which accompanies this memo requests that the City Council authorize the amendment to the order executing the professional services agreement with 2°C Mississippi of the Robert Wood Johnson Foundation grant for the project entitled "*Going Green for a Cool Healthy Jackson.*" The amendment to the professional services agreement extends to October 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

ALL
8/15/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 2°C MISSISSIPPI TO FACILITATE THE “GOING GREEN FOR A COOL HEALTHY JACKSON” PROJECT** is legally sufficient for placement in NOVUS Agenda.

Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*

8/23/23
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ROBERT WOOD JOHNSON FOUNDATION GRANT AGREEMENT.

WHEREAS, the Jackson City Council ratified the submission of the “Going Green for a Cool, Healthy Jackson” grant application to the Robert Wood Johnson Foundation on October 27, 2020, and authorized the Mayor to accept the “Going Green for a Cool, Healthy Jackson” grant award from the Robert Wood Johnson Foundation in the amount of \$650,000 to reduce mortality and prevent illness associated with urban-heat-island (UHI) effects in Jackson, Mississippi, while providing a range of social, economic, cultural and ecological co-benefits for the City of Jackson’s at-risk residents; and

WHEREAS, the Robert Wood Johnson Foundation has agreed to amend the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM); and

WHEREAS, the amendment will authorize the City of Jackson to subcontract or subgrant funds to 2CM as subcontractor or subgrantee to (a) oversee the project’s vision, design, strategies, partner coordination and project implementation; (b) hire and oversee work of subcontractors to conduct community co-creation process (One Voice); (c) hire and oversee work of subcontractors to conduct architectural design for project interventions (Carbon Office, LLC; Jackson State University, Planning Department; Mississippi State University, School of Architecture); (d) hire and oversee work of a part time staff manager to assist with all project needs; (e) coordinate work and provide compensation to the project consultants (CAPA Strategies, Kurt Shickman from the Global Cool Cities Alliance; (f) Dr. Alan Penman from the University of Mississippi Medical Center; Professor Bernece Herbert from the Planning Department, Jackson State University; Anna Marandi from the National League of Cities; and (g) coordinate and reimburse all travel expenses incurred by 2CM’s staff, partners and consultants, as specified in “Going Green for a Cool, Healthy Jackson” grant award; and

WHEREAS, the Chief Administrative Officer recommends the City of Jackson execute an amendment the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM) for the purposes set forth herein.

IT IS HEREBY ORDERED that the Mayor is authorized to execute an amendment to the “Going Green for a Cool, Healthy Jackson” grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract or subgrant “Going Green for a Cool, Healthy Jackson” grant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi (2CM) for the purposes set forth herein.

Council Member Lindsay moved adoption; **Council Member Lee** 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 September 28, 2021. 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.

FW: I.D. 78017 - Extension Request Approved

Tangayika Hoover <thoover@city.jackson.ms.us>

Thu 5/11/2023 9:25 AM

To: Mya Lee <mya.lee@city.jackson.ms.us>

Thread...



Yika Hoover | Deputy Director

Office of Economic Development | Department of Planning & Development

Office: 601-960-1611 | Mobile: 601-502-6906 | Fax: 601-960-2192

200 South President Street | 2nd Floor, Suite 223 | Jackson, MS 39201

Follow JXN Planning: [Facebook](#) | [Twitter](#) | [Instagram](#) | www.jacksonms.gov

From: Sharleen Rajput <srajput@rwjf.org>

Sent: Friday, May 5, 2023 12:20 PM

To: Tangayika Hoover <thoover@city.jackson.ms.us>

Cc: Karabi Acharya <kacharya@rwjf.org>; LaaWanda Horton <lhorton@city.jackson.ms.us>; Chokwe A. Lumumba <calumumba@city.jackson.ms.us>

Subject: I.D. 78017 - Extension Request Approved

I am writing in reference to the Robert Wood Johnson Foundation grant identified below.

I.D.:	78017
Award Amount:	\$475,549
Purpose:	Adapting nature-based solutions from Spain, Cuba, and Japan to address the urban-heat-island effect in Jackson, Miss.
Project Information:	Grant Period: November 1, 2020 through October 31, 2023 Project Director: Yika Hoover, 601-960-1611 (thoover@jacksonms.gov)

We have reviewed and approved your no-cost extension request through October 31, 2023. Please access RWJF's [Grantee Hub](#) where you can submit reports, products, view grant-related information (including when reports are due), and make grant-related requests.

If you need further assistance, please contact me.

Sincerely,

Sharleen Rajput
Program Financial Analyst
Robert Wood Johnson Foundation
609-627-6227
srajput@rwjf.org

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH 2°C MISSISSIPPI TO FACILITATE THE “GOING GREEN FOR A COOL HEALTHY JACKSON” PROJECT AND AUTHORIZING AN AMENDMENT TO CONSULTANT AGREEMENTS.

WHEREAS, on October 27, 2020, the governing authorities authorized the Mayor to accept a grant award in the amount of \$475,549.00 from the Robert Wood Johnson Foundation to fund the “Going Green for a Cool Healthy Jackson” project to adapt nature-based solutions to address the urban heat-island effect in Jackson, Mississippi for the term beginning November 1, 2020, and ending April 30, 2023; and

WHEREAS, the main goal of the project is to reduce mortality and prevent illness associated with urban heat island effects in Jackson, Mississippi, while providing a range of social, economic, cultural and ecological co-benefits for the most at-risk City of Jackson residents; and

WHEREAS, by Order entered on January 19, 2021, the governing authorities authorized the Mayor to enter into consultant agreements with Dr. Vivek Shandas, Mr. John Cooper, Ms. Anna Marandi, Dr. Bernece Herbert, Dr. Dominika Parry, Dr. Alan Penman and Multiplier for the term beginning November 1, 2020, and ending April 30, 2023, to provide various professional services for the project; and

WHEREAS, after said Order was entered, the Robert Wood Johnson Foundation agreed to amend the “Going Green for a Cool, Healthy Jackson grant award to revise the budget and budget narrative and to permit the City of Jackson to subcontract funds to 2°C Mississippi; and

WHEREAS, by Order entered on September 28, 2021, the governing authorities authorized the Mayor to execute an amendment to the Robert Wood Johnson Foundation “Going Green for a Cool Healthy Jackson” grant award to allow the City of Jackson to subcontract the grant award to 2°C Mississippi such that 2°C Mississippi would facilitate said project for the remainder of the grant term; and

WHEREAS, to date, the City has received \$382,472 in grant funds from the Robert Wood Johnson Foundation and will receive the remaining amount of \$93,077 funds in 2023; and

WHEREAS, the City will keep \$22,646 of the grant funds from the Robert Wood Johnson Foundation for indirect costs; and

WHEREAS, the City of Jackson Chief Administrative Officer recommends the Mayor execute a professional services agreement with 2°C Mississippi, 116 Summerlake Drive, Ridgeland, Mississippi 39157, an organization founded by Dr. Dominika Parry that is purposed with building environmentally and economically sustainable communities, municipalities and businesses in Mississippi, to facilitate the project for the remainder of the grant term beginning January 5, 2022, and ending April 30, 2023, in the amount \$393,976.50 (\$452,903 minus \$58,926.50 which has been paid by the City to consultants to date).

WHEREAS, under the amendment to the grant agreement, 2°C Mississippi will compensate the consultants using grant funds transferred from the City of Jackson; and

WHEREAS, the Chief Administrative Officer recommends the Mayor amend the consultant agreements with Dr. Vivek Shandas, Anna Marandi, Dr. Berneece Herbert, Dr. Dominika Parry, and UMMC to reflect that the consultants will be paid by 2°C Mississippi.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to amend the consultant agreements with Dr. Vivek Shandas, Ms. Anna Marandi, Dr. Berneece Herbert, Dr. Dominika Parry, UMMC, and Multiplier.

IT IS FURTHER ORDERED, that the Mayor is authorized to execute a professional services agreement with 2°C Mississippi, to facilitate the “Going Green for a Cool, Healthy Jackson” project for the remainder of the grant term beginning February 1, 2022, and ending April 30, 2023, in the amount of \$393,976.50 (\$452,903 minus \$58,926.00 which has been paid by the City to consultants to date.

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

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

Nays – Foote.

Abstention – Stokes.

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 February 15, 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.

50 College Road East
Princeton, NJ 08540-6614
Tel. 877 843 RWJF (7953)
www.rwjf.org



Robert Wood Johnson Foundation

AMENDMENT TO GRANT AGREEMENT

THIS AMENDMENT TO GRANT AGREEMENT (this "Amendment") is made as of the 9th day of September 2021, and supplements and amends the Grant Agreement between the Robert Wood Johnson Foundation (the "Foundation," "we" or "us") the City of Jackson Mississippi ("Grantee" or "you") regarding grant number 78017 (the "Grant Agreement"). Unless otherwise defined in this Amendment, capitalized terms have the meanings ascribed to them in the Grant Agreement.

WHEREAS, the Foundation and Grantee have agreed to amend the terms of the Grant Agreement to modify the approved budget;

NOW, THEREFORE, in consideration of the foregoing, it is hereby agreed that:

1. The approved budget is replaced with the attached budget and budget narrative. As outlined in the attached budget, you are permitted to subcontract or subgrant funds to 2C Mississippi Toward Sustainable Educated & Empowered Mississippi ("2CM").
2. Except as modified in accordance with this amendment, all terms and conditions of the Grant Agreement are hereby ratified.

The foregoing is hereby accepted and agreed to as of the date stated above.

Robert Wood Johnson Foundation

By: 
E7260B083CD498

William Roell
Chief Financial Officer and Treasurer

City of Jackson Mississippi

By:  9/9/2021
C80C634770734ED...

Chokwe Antar Lumumba
Mayor

Attachment: Revised Budget and Budget Narrative

Award 78017 New Budget

	Year 1	Year 2	Year 3	Total
2CM	\$ 70,020.00	\$ 63,252.00	\$ 30,376.00	\$ 163,648
Contracts (Managed by 2CM)	\$ 49,800.00	\$ 49,800.00	\$ 24,900.00	\$ 124,500
Consultants (Managed by 2CM)	\$ 64,450.00	\$ 64,450.00	\$ 35,855.00	\$ 164,755
Total Purchased Services (to 2CM)	\$ 184,270.00	\$ 177,502.00	\$ 91,131.00	\$ 452,903
Indirect Costs (City of Jackson)	\$ 9,214	\$ 8,875	\$ 4,557	\$ 22,646
Totals	193,484	186,377	95,688	\$ 475,549

ROBERT WOOD JOHNSON FOUNDATION CA01(November 1, 2020 to October 31,2021)
 As of October 31, 2021

Revised

	BUDGET	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	TOTAL	REMAINING BALANCE
Personnel	\$ 110,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,400.00
Program Staff	\$ 96,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,000.00
Fringe benefits @ 15%	\$ 14,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,400.00
Other Direct Costs	\$ 24,450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,450.00
Office Operations	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
Travel	\$ 10,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,200.00
Meeting Expenses	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00
Polls and Surveys	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00
Equipment	\$ 3,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,250.00
Consultants/Contractors	\$ 35,450.00	\$ -	\$ -	\$ -	\$ -	\$ 14,975.50	\$ 22,475.50	\$ -	\$ 1,000.00	\$ 7,475.50	\$ 13,000.00	\$ -	\$ -	\$ 58,926.50	
Contracts	\$ 10,450.00	\$ -	\$ -	\$ -	\$ -	\$ 5,975.50	\$ 5,975.50	\$ -	\$ 1,000.00	\$ 2,975.50	\$ 1,000.00	\$ -	\$ -	\$ 16,926.50	
Indirect Costs	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ 9,000.00	\$ 16,500.00	\$ -	\$ -	\$ 4,500.00	\$ 12,000.00	\$ -	\$ -	\$ 42,000.00	
TOTAL	\$ 192,524.00	\$ -	\$ -	\$ -	\$ -	\$ 14,975.50	\$ 22,475.50	\$ -	\$ 1,000.00	\$ 7,475.50	\$ 13,000.00	\$ -	\$ -	\$ 58,926.50	\$ 133,597.50

11/18/20 RECEIVED CHECK FOR \$158,516.00
 158,516.00 received
 (58,926.50) expenses
 99,589.50 balance

Global Ideas for U.S. Solutions: Cities Taking Action to Address Health, Equity, and Climate Change

Budget Narrative

Project Title: Adapting nature-based solutions from Spain, Cuba, and Japan to address the urban-heat-island effect in Jackson, Mississippi FW: 78017

Project Director Name: Dr. Dominika Parry

Legal Name of Applicant Organization: City of Jackson, Mississippi

Personnel Costs									
Name	Title	Role	Base Salary	FTE Percentage	Salary			In-Kind Funding	Requested Funding
					Year 1	Year 2	Year 3		
Marlin King	City of Jackson Administrator	Principal Investigator and City's Liaison	\$150,000	0.10	\$15,000	\$15,000	\$7,500	\$37,500	\$0
Requested Funding Total									\$0

2C Mississippi	
Contractor Name	
Scope of Work	<ul style="list-style-type: none"> • Oversee the project's vision, design, strategies, partner coordination and project implementation • Hire and oversee work of subcontractors to conduct community co-creation process (One Voice) • Hire and oversee work of subcontractors to conduct architectural design for project interventions (Carbon Office, LLC; Jackson State University, Planning Department; Mississippi State University, School of Architecture) • Hire and oversee work of a part time staff manager to assist with all project needs • Coordinate work and provide compensation to the project consultants (CAPA Strategies, Kurt Shickman from the Global Cool Cities Alliance; Dr. Alan Penman from the University of Mississippi Medical Center; Prof. Berneece Herbert from the Planning Department, Jackson State University; Anna Marandi from the National League of Cities) • Coordinate and reimburse all travel expenses incurred by the 2°C Mississippi' staff, partners and consultants, as specified in the "Grant Agreement" provided by the RWJF
Deliverables	<ul style="list-style-type: none"> • Provide at least quarterly communication with the Robert Wood Johnson Foundation • Provide annual finance report and progress reports to the RWJF • Fulfill all the grant obligation as described the "Grant Agreement" provided by the RWJF
Total Cost	\$163,648

Cost Calculation	Name	Role	Base Salary	FTE %	Hourly wage	Number hours	Salary			Total
							Year 1	Year 2	Year 3	
	Dr. Dominika Parry	Project Director and Co-PI	124,800	25	60	1250	\$30,000	\$30,000	15,000	\$75,000
	2C Mississippi Staff	Program Manager	52,000	23	25	1200	\$12,000	\$12,000	\$6,000	\$30,000
	2C Mississippi Staff	Bookkeeper								\$6,881

2C Mississippi - Other Direct Costs		Amount
Supplies (paper, file folders, writing utensils, large workshop post-it boards, and markers)		\$350
Printing/Duplicating		\$250
Postage		\$50
Software		\$150
Staff Training		\$200
Other Misc. Costs		\$2,817
Total		\$3,817

2C Mississippi - Travel to RWJF Meetings					
Team Member	Meeting Type	Travel Items			Total Travel per Team Member
		Year 1	Year 2	Year 3	
Anna Marandi	Airfare and lodging for Jackson team meetings	1,500	1,500	1,500	\$4,500
Vivek Shandas	Airfare and lodging for Jackson team meetings	1,500	1,500	1,500	\$4,500
Alan Penman	Domestic Travel for RWJF peer learning workshop	800			\$800
Dominika Parry	Domestic Travel for RWJF peer learning workshop	800			\$800

2C Mississippi - Travel to RWJF Meetings				
Team Member	Meeting Type	Travel Items	Total Travel per Team Member	
Anna Marandi	Domestic Travel for RWJF peer learning workshop	800	\$800	
Marlin King	Domestic Travel for RWJF peer learning workshop	800	\$800	
Vivek Shandas	Domestic Travel for RWJF peer learning workshop	800	\$800	
Alan Penman	Domestic Travel for Grantee Meeting	800	\$800	
Dominika Parry	Domestic Travel for Grantee Meeting	800	\$800	
Anna Marandi	Domestic Travel for Grantee Meeting	800	\$800	
Marlin King	Domestic Travel for Grantee Meeting	800	\$800	
Alan Penman	International Travel for peer learning workshop	1,500	\$1,500	
Dominika Parry	International Travel for peer learning workshop	1,500	\$1,500	
Anna Marandi	International Travel for peer learning workshop	1,500	\$1,500	
Marlin King	International Travel for peer learning workshop	1,500	\$1,500	
Vivek Shandas	International Travel for peer learning workshop	1,500	\$1,500	
Travel Totals		\$10,200	\$10,500	\$3,000

2C Mississippi - Meeting Expenses			Costs	
	Justification	Year 1	Year 2	Year 3
Meetings for Project Team		1,000	1,000	1,000
Food for Workshop Participants		1,500	1,000	500
				\$3,000.00
				\$3,000.00

2C.Mississippi - Meeting Expenses		Justification		Costs
Total Workshop/Meeting Cost	\$2,500.00	\$2,000.00	\$1,500.00	\$6,000.00

2C.Mississippi - Polls and Surveys		Justification			Cost
Stipends for Workshop Participants		A total of twelve workshops in two different locations are envisioned. Workshop participants will receive a stipend of \$50 each and each workshop will convene twenty participants. Workshop sessions will be facilitated by One Voice, however the costs articulated below will fund stipends, food.			
		Year 1	Year 2	Year 3	
		6 Workshop Sessions (3 workshops per 2 locations) 25 Participants 150 Stipends \$7,500	4 Workshop Sessions (2 workshops per 2 locations) 25 Participants 100 Stipends \$5,000	2 Workshop Sessions (1 workshop in 2 locations) 25 Participants 50 Stipends \$2,500	\$15,000
		In-Kind Contribution from the Jackson State University			\$0
Workshop Space					\$0
Polls and Surveys Total					\$15,000

2C.Mississippi - Equipment		Justification		Cost
iPads	5	5 iPads to use for documentation of workshop groups (voice recording, video camera, and facilitation notes)		\$2,000
iPad external microphones	5	Microphone for workshop recording. Due to social distancing for COVID-19, our experience has revealed a need for high-quality microphones for session recording and note taking.		\$1,250
Equipment Total				\$3,250

2C Mississippi - Consultants/Contractors

2C Mississippi - Sub-Contractor Name	One Voice Mississippi
Scope of Work	<ul style="list-style-type: none"> • Create and deliver communications strategy • Create and deliver marketing strategy • Coordinate community engagement sessions • Assessment of community engagement
Deliverables	<ul style="list-style-type: none"> • Communications strategy • Marketing strategy • Community engagement sessions • Community engagement assessment document
Total Cost	\$62,500
Cost Calculation	<ul style="list-style-type: none"> • Communications strategy - \$10,000 • Marketing strategy - \$10,000 • Community engagement sessions - \$40,000 • Community engagement assessment document - \$2,500

2C Mississippi - Sub-Contractor Name	Carbon Office, LLC
Scope of Work	<ul style="list-style-type: none"> • Assist with site selection: research, discovery, GIS mapping and data visualization • Develop and maintain project website and social media start-up • Participate in community meetings • Co-develop green infrastructure solutions with assistance from JSU, MSU and community members • Develop project photography (Capturing the story of urban heat island effect on Jackson)
Deliverables	<ul style="list-style-type: none"> • Green Infrastructure Precedent Tool Kit • Conceptual Master Plan • Functional Diagrams • Sustainable System Plans • Perspective Renderings • Elevations and Section Drawings

	<ul style="list-style-type: none"> • Design Communication Signage • Calculations of System Performance • Project Implementation Costs Analysis • Technical Drawing Sets (subcontracting engineering and architecture firm for city site plan review and project permitting)
Total Cost	\$42,000
Cost Calculation	<ul style="list-style-type: none"> • Project Startup, Research, Analysis, Brand - \$17,000 • Designing the Green Infrastructure System - \$25,000

Jackson State University, Department of Urban Planning Department	
Scope of Work	<ul style="list-style-type: none"> • Under Prof. Berneese Herbert's oversight students will develop educational materials for community, neighborhood leaders and advocates on the principles and practices of green infrastructure and the advantages of green infrastructure to mitigate heat and improve community livability in Jackson • Under Prof. Berneese Herbert's oversight students will assist with site selection • Under Prof. Berneese Herbert's oversight students will co-developing green infrastructure solutions
Deliverables	<ul style="list-style-type: none"> • Educational materials for community outreach about green infrastructure • Students' presentation about green infrastructure solutions • Technical drawings of partial solutions
Total Cost	\$10,000
Cost Calculation	<ul style="list-style-type: none"> • Students' workshop participation - \$5,000 • Co-designing the Green Infrastructure System - \$5,000

Mississippi State University, School of Architecture	
Scope of Work	<ul style="list-style-type: none"> • Under Prof. Jason Callender's oversight students will develop educational materials for community, neighborhood leaders and advocates on the principles and practices of green infrastructure and the advantages of green infrastructure to mitigate heat and improve community livability in Jackson • Under Prof. Jason Callender's oversight students will assist with site selection • Under Prof. Jason Callender's oversight students will co-developing green infrastructure solutions
Deliverables	<ul style="list-style-type: none"> • Educational materials for community outreach about green infrastructure • Students' presentation about green infrastructure solutions • Technical drawings of partial solutions
Total Cost	\$10,000

Cost Calculation	<ul style="list-style-type: none"> • Students' workshop participation - \$5,000 • Co-designing the Green Infrastructure System - \$5,000
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2C Mississippi - Consultant Name	Base Salary	FTE %	Hourly wage	Number hours	Consultant Annual Compensation			Consultant Totals
					Year 1	Year 2	Year 3	
Anna Marandi	124,000	14	\$60	750	18,000	18,000	9,000	\$45,000
Dr. Alan Penman	124,000	14	\$60	750	\$18,000	\$18,000	\$9,000	\$45,000
Dr. Vivek Shandas	124,000	14	\$60	750	\$18,000	\$18,000	\$9,000	\$45,000
Dr. Berneece Herbert	114,000	6	\$55	360	6,600	6,600	6,600	\$19,800
Kurt Shickman	114,000	4	\$55	181	3,850	3,850	2,255	\$9,955
Consultant Total					\$64,450	\$64,450	\$35,855	\$164,755

Anna Marandi is a Senior Specialist of Climate and Sustainability at the National League of Cities (NLC), overseeing the LCR program. She provides customized technical assistance on climate resilience and captures and shares these stories for other communities to learn from and replicate. Anna will serve as a coordinator and thought partner and will ensure that Jackson's lessons learned, and successes have a home on the NLC platform through blogs, workshops, webinars, and other events. Anna will leverage her extensive professional network and that of NLC to connect with other elected officials, municipal staff, community leaders, and expert practitioners as needed. As the CHJ project advances, Anna will ensure that connections are established and maintained between the model international cities as well as others that have implemented similar heat-mitigation interventions domestically.

Dr. Alan Penman is a physician and professor in the Department of Preventive Medicine at the John D. Bower School of Population Health at the University of Mississippi Medical Center (UMMC) in Jackson, Mississippi, where he directs and teaches courses in epidemiology, biostatistics, public/community health, and global health for medical students and graduate medical faculty. In 2017 he started an elective course "Climate Change and Human Health" for medical students. Dr. Penman co-directs the UMMC Community Health Advocate (CHA) program which trains lay people and health professions students to be community health advocates and screeners, with a focus on medically underserved, low-income and minority

communities. He is also currently the chairman of the board of 2°C Mississippi. In his role as collaborator, Dr. Penman will be participating in and supporting the community-driven decision making process; contribute to the urban heat data analysis and vulnerability data collection; design methods to select sites for interventions; work on developing a citywide surveillance system for heat-related illness and death; and contribute to the design and administration of the pre- and post- interviews and surveys.

Professor Vivek Shandas is the **Director of the Sustaining Urban Places Research (SUPR) Lab at Portland State University, Chair of the City of Portland's Urban Forestry Commission, and a Principal at CAPA Strategies, LLC**, a global consulting group that helps communities prepare for climate-induced disruptions. He studies the effects of urban development patterns and health. Dr. Shandas supports communities in improving their adaptation to climate stressors, such as urban heat. He has published over 100 peer-reviewed publications and serves on several local and national advisory boards. He will be the project collaborator/advisor. His specific role will consist of three primary activities: (1) provide support for the urban heat analyses conducted in Jackson; (2) advise the development of curriculum, activities, and/or learning modules for use in community engagement activities; and (3) provide assessments of specific heat mitigation measures that aim to support human health and well-being. This will be implemented through monthly calls, and two annual site visits.

Dr. Berniece Herbert is the **Chair of the Urban and Regional Planning Department at Jackson State University, an Historically Black College or University (HBCU)** in Jackson, Mississippi. Dr. Herbert has extensive experience with both urban architecture and community co-creating process. The scope of work for Dr. Herbert will include technical assistance and guidance on project design, assistance in the direction of city planners, and additional support on community engagement for design-related elements.

Kurt Shickman: Executive Director, Global Cool Cities Alliance (GCCA). Shickman's organization has access to a vast network of global heat mitigation and passive cooling experts and will serve as a key connector between our team and the various model international cities we have listed--as well as other useful contacts when needed. He will provide technical assistance and guidance on effective implementation of our proposed heat mitigation interventions and policy guidance. Lastly, Shickman will document our team's progress, challenges, and lessons learned and will capture these insights in the form of a case study, which-- upon project completion-- will be published and shared both nationally and globally.

City of Jackson - Indirect Costs

Indirect cost is calculated as 5% of the total grant award (\$475,549)

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Robert Wood Johnson Foundation
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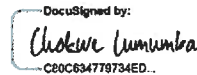
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- ii. send us an e-mail to ddebias@rwjf.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

**** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.**

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify Robert Wood Johnson Foundation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Robert Wood Johnson Foundation during the course of my relationship with you.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Contract") is made by and between the CITY OF JACKSON ("City") and 2°C Mississippi ("Contractor") for the Implementation of the Going Green for a Cool, Healthy Jackson (CHJ) Project, ("Contractor") upon the following terms and conditions, to-wit:

1. **SCOPE OF SERVICES:** The Contractor will provide the following described services to the City, to-wit: Facilitate the Going Green for a Cool, Healthy, Jackson project. This project is designed to reduce mortality and prevent illness associated with the urban heat island (UHI) effect in Jackson, Miss.. while providing a range of social, economic, cultural, and ecological co-benefits for the City's most at-risk residents. The project will utilize medium- and long-term heat mitigation strategies, using nature-based solutions from Barcelona, Spain; Havana, Cuba; and Okaya, Japan. The project team will adapt the Spanish, Cuban, and Japanese models for the local context in Jackson through the full engagement of residents and community leaders in a co-creation process. The main activities will include identifying locations for heat-island interventions; engaging partners and community members in a community-driven decision-making process; developing the package of green interventions appropriate for communities to maximize heat mitigation and social and ecological benefits; and conducting education in schools and communities.

2°C Mississippi led by its CEO, Dr. Dominika Parry, as the co-principal investigator and project director, will oversee the project's vision, design, strategies, partner coordination and project implementation. In accordance with Exhibits 1, 2, and 3 attached hereto, 2°C Mississippi will:

- Hire and oversee work of subcontractors to conduct community co-creation process (Sub-contractor One Voice, will be compensated by the Contractor in the amount of \$15,000 as set forth by the Robert Wood Johnson Foundation grant;
- Hire and oversee work of subcontractors to conduct architectural design for project interventions (Mississippi State University, School of Architecture will be compensated by the Contractor in the amount of \$42,000 as set forth by the Robert Wood Johnson Foundation grant)
- Hire and oversee work of a part time staff member to coordinate community engagement and assist with all project needs and compensated by the Contractor in the amount of \$53,500 as set forth by the Robert Wood Johnson Foundation grant
- Hire and oversee work of a bookkeeper to administer grant spendings for compensation up to \$6,881 as set forth by the Robert Wood Johnson Foundation grant)

- Compensate Dr. Dominika Parry in the amount of \$75,000 (minus \$15,000 which has been paid by CITY to date) as set forth by the Robert Wood Johnson Foundation grant
 - Coordinate work and provide compensation to the project Contractors:
 - Professor Bernece Herbert from JSU will be compensated by the Contractor in the amount of \$39,800 (minus \$5,940 which has been paid by CITY to date) as set forth by the Robert Wood Johnson Foundation grant
 - CAPA Strategies. will be compensated \$45,000 (minus \$13,500 paid by CITY to date) as set forth by the Robert Wood Johnson Foundation grant
 - Kurt Shickman from the Global Cool Cities Alliance will be compensated \$9,955 (minus \$2,986.50 which has been paid by CITY to date) as set forth by the Robert Wood Johnson Foundation grant
 - Dr. Alan Penman from the University of Mississippi Medical Center, will be compensated \$45,000 (as set forth by the Robert Wood Johnson Foundation grant
 - Anna Marandi from the National League of Cities will continue working on the project on pro bono basis as set forth by the Robert Wood Johnson Foundation grant
 - Coordinate and reimburse all travel expenses incurred by the 2°C Mississippi' staff, partners and Contractors, (not to exceed \$23,700) as specified in Exhibit 1 and 2.
 - Provide at least quarterly communication with the Robert Wood Johnson Foundation; fulfil all the grant obligation as described the Exhibit 1.
2. **CONTRACT TERM:** The period of performance of services under this Contract shall be from February 1, 2022-April 2023.
3. **COMPENSATION:** For the duties and obligations to be performed by Contractor pursuant to this Agreement, City agrees to compensate the Contractor at the rate set forth by the Robert Wood Johnson Foundation grant \$393,976.50 (\$452,903 minus \$58,926.00 which has been paid by City to consultants to date). Funds will be transferred to the Contractor according to the following schedule:
- Project Year 1 (Nov. 2020 - Oct. 2021): \$ 125,343.50. to be transferred upon execution of this Agreement.
 - Project Year 2 (Nov. 2021 - Oct. 2022): \$177,502.00. to be transferred upon execution of this Agreement.
 - Project Year 3 (Nov. 2022 - Apr. 2023): \$91,131.00 to be transferred upon receipt of funds from the Robert Wood Johnson Foundation.
4. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State

of Mississippi. The Contractor shall comply with applicable federal, state and local City of Jackson ordinances, laws, and regulations.

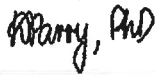
5. **APPROVAL:** It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.
6. **AVAILABILITY OF FUNDS:** It is expressly understood and 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 Robert Wood Johnson Foundation 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.
7. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.
8. **INDEPENDENT CONTRACTOR:** The parties agree that the legal relationship of Contractor and CITY is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or employer-Contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the CITY shall have no obligation to Contractor with respect to the provision of any benefits (insurance, retirement or the like) nor shall the CITY have any responsibility for the payment of any taxes, fees, dues or memberships, workers' compensation premiums, or the like, which are the sole responsibility of the Contractor.
9. **MODIFICATION OR AMENDMENT:** Contractor agrees any budget adjustments must be approved by the Robert Wood Johnson Foundation as provided under the original grant agreement attached hereto as exhibit 1. Any additional modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by the City Council and Mayor.

- 10. NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.
- 11. NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
- 12. 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.
- 13. REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.
- 14. 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.
- 15. TERMINATION:** This Agreement shall commence on the date executed and shall continue uninterrupted through April 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.
- 16. ENTIRE AGREEMENT:** This Contract, including exhibits 1, 2, and 3, constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of March 11, 2022.

The City of Jackson, Mississippi

By: 
Mayor Chokwe Antar Lumumba

Verified by pdfFiller

By: _____
03/10/2023
Dr. Dominika Parry
2°C Mississippi

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Contract") is made by and between the CITY OF JACKSON ("City") and 2°C Mississippi ("Contractor") for the Implementation of the Going Green for a Cool, Healthy Jackson (CHJ) Project, ("Contractor") upon the following terms and conditions, to-wit:

1. **SCOPE OF SERVICES:** The Contractor will provide the following described services to the City, to-wit: Facilitate the Going Green for a Cool, Healthy Jackson project. This project is designed to reduce mortality and prevent illness associated with the urban heat island (UHi) effect in Jackson, Miss., while providing a range of social, economic, cultural, and ecological co-benefits for the City's most at risk residents. The project will utilize medium- and long-term heat mitigation strategies, using nature-based solutions from Barcelona, Spain; Havana, Cuba; and Okaya, Japan. The project team will adapt the Spanish, Cuban, and Japanese models for the local context in Jackson through the full engagement of residents and community leaders in a co-creation process. The main activities will include identifying locations for heat-island interventions; engaging partners and community members in a community-driven decision-making process; developing the package of green interventions appropriate for communities to maximize heat mitigation and social and ecological benefits; and conducting education in schools and communities.

2°C Mississippi led by its CEO, Dr. Dominika Parry, as the co-principal investigator and project director, will oversee the project's vision, design, strategies, partner coordination and project implementation. In accordance with Exhibits 1, 2, and 3 attached hereto, 2°C Mississippi will:

- Hire and oversee work of subcontractors to conduct community co-creation process (Sub contractor One Voice, will be compensated by the Contractor in the amount of \$15,000 as set forth by the Robert Wood Johnson Foundation grant);
- Hire and oversee work of subcontractors to conduct architectural design for project interventions (Mississippi State University, School of Architecture will be compensated by the Contractor in the amount of \$42,000 as set forth by the Robert Wood Johnson Foundation grant);
- Hire and oversee work of a part time staff member to coordinate community engagement and assist with all project needs and compensated by the Contractor in the amount of \$53,500 as set forth by the Robert Wood Johnson Foundation grant;
- Hire and oversee work of a bookkeeper to administer grant spendings for compensation up to \$6,881 as set forth by the Robert Wood Johnson Foundation grant;
- Hire and oversee work of a Program Manager in the amount of \$30,000 (minus \$24,000 which has been paid by CITY to date) for a total amount of \$6,000 or Year 3

- Compensate Dr. Dominika Parry in the amount of \$75,000 (minus \$60,000 which has been paid by CITY to date) for a total amount of \$15,000 for Year 3 as set forth by the Robert Wood Johnson Foundation grant
 - Coordinate work and provide compensation to the project Contractors:
 - Professor Bernece Herbert from JSU will be compensated by the Contractor in the amount of \$39,800 (minus \$5,940 which has been paid by CITY and \$27,260 which has been paid to date) for a total of \$6,600 for Year 3 as set forth by the Robert Wood Johnson Foundation grant;
 - CAPA Strategies. will be compensated \$45,000 (minus \$13,500 paid by CITY and \$22,500 has been paid to date) as set forth by the Robert Wood Johnson Foundation grant;
 - Kurt Shickman from the Global Cool Cities Alliance will be compensated \$9,955 (minus \$2,986.50 which has been paid by CITY and \$4,713.50 which has been paid to date) for a total of \$2,555 for Year 3 as set forth by the Robert Wood Johnson Foundation grant;
 - Dr. Alan Penman from the University of Mississippi Medical Center, will be compensated \$45,000 (minus \$36,000 which has been paid to Date) for a total amount of \$9,000 for Year 3 as set forth by the Robert Wood Johnson Foundation grant; and
 - Anna Marandi from the National League of Cities will continue working on the project on pro bono basis as set forth by the Robert Wood Johnson Foundation grant
 - Coordinate and reimburse all travel expenses incurred by the 2°C Mississippi' staff, partners and Contractors, (not to exceed \$23,700, where \$20,700 has been paid by the CITY to date) for a total of \$3,000 for Year 3 as set forth by the Robert Wood Johnson Foundation grant
 - Coordinate and compensate for meeting expenses, including food for workshop participants in the amount of \$6,000 (minus \$4,500 which has been paid by the CITY to date) for a total of \$1,500 for Year 3 as set forth by the Robert Wood Johnson Foundation grant
 - Provide at least quarterly communication with the Robert Wood Johnson Foundation: fulfil all the grant obligation as described the Exhibit 1.
2. **CONTRACT TERM:** The period of performance of services under this Contract shall be from the date of execution – October 31, 2023.
3. **COMPENSATION:** For the duties and obligations to be performed by Contractor pursuant to this Agreement, City agrees to compensate the Contractor at the rate set forth by the Robert Wood Johnson Foundation grant \$91,131 (\$452,903 minus \$361,772 which has been paid by City and Contractor to consultants to date). Funds will be transferred to the Contractor according to the following schedule:
- Project Year 3 (Nov. 2022 - Oct. 2023): \$91,131.00 to be transferred upon execution of this Agreement.

4. **APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state and local City of Jackson ordinances, laws, and regulations.
5. **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.
6. **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 Robert Wood Johnson Foundation 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.
7. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.
8. **INDEPENDENT CONTRACTOR:** The parties agree that the legal relationship of Contractor and CITY is strictly an independent contractor relationship. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, agency, partnership or Employer-Contractor relationship between the Parties. Neither Party shall have the power to bind the other Party in any manner. Additionally, the CITY shall have no obligation to Contractor with respect to the provision of any benefits (insurance, retirement or the like) nor shall the CITY have any responsibility for the payment of any taxes, fees, dues or memberships, workers' compensation premiums, or the like, which are the sole responsibility of the Contractor.

9. **MODIFICATION OR AMENDMENT:** Contractor agrees any budget adjustments must be approved by the Robert Wood Johnson Foundation as provided under the original grant agreement attached hereto as exhibit 1. Any additional modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by the City Council and Mayor.
10. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.
11. **NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
12. **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.
13. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.
14. **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.
15. **TERMINATION:** This Agreement shall commence on the date executed and shall continue uninterrupted through October 31, 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.

16. **ENTIRE AGREEMENT:** This Contract, including exhibits 1, 2, and 3, constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of June _____, 2023

Consultant

City of Jackson

Dominika Parry, PhD
2°C Mississippi President and CEO

Mayor Chokwe Antar Lumumba



Financial Report – RWJF Grant

April 2023

Category	Description	Total Budget	Spending Year 2*	Budget for Year 3
Personnel: 2C Mississippi	PI and Project Manager plus Com. Eng Coordinator	\$113,500.00	\$48,400	\$65,100.00
Office Operations: 2C Mississippi	Office Supplies/IT	\$3,000.00	\$665.64	\$2,334.36
Consultant: Dr. Bernece Herbert	Diversity and Engagement Director	\$33,860.00	\$18,141.00	\$15,719.00
Consultant: One Voice	Community engagement	\$15,000.00	\$15,000	\$0.00
Consultant: MSU-Architecture Center	Architectural design	\$42,000.00	\$20,000	\$22,000.00
Consultant: MCL, P.A.	Bookkeeping	\$10,200.00	\$9,628.35	\$571.65
Consultant: CAPA strategies	Technical support: data and design	\$31,500.00	\$28,200.00	\$3,300.00
Consultant: Alan Penman, UMMC	Public health consultant	\$45,000.00	\$27,696.00	\$17,304.00
Consultant: Kurt Schickman, GCCA	Heat expert	\$ 6,968.50	\$0.00	\$6,968.50
Travel	National and international	\$13,500.00	\$2,755.68	\$10,744.32
Meeting expenses	Costs of team meetings	\$ 6,000.00	\$0.00	\$ 6,000.00
Polls and Surveys	Unspecified	\$15,000.00	\$410.88	\$14,589.12
Equipment	Audio/video	\$3,150.00	\$0.00	\$3,150.00
Community meetings' expenses	Food, gift cards, and organizational costs	\$ 47,500.00	\$15,776.56	\$31,723.44
Others		\$6,698.00	\$0.00	\$6,698.00
TOTAL:		\$393,976.50	\$186,008.00	\$206,202.39
Received by 2C Mississippi		\$ 302,845.50		

16

ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL ARCHITECTURE SERVICES AGREEMENT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR THE CITY OF JACKSON ARTS CENTER EMERGENCY REPAIRS PROJECT

OFFICE OF THE CITY CLERK
9/12/23
16

WHEREAS, on February 14, 2023, the City of Jackson entered into an Agreement with Canizaro Cawthon Davis, A Professional Association (“CCD”) for professional architecture services to renovate the Arts Center of Mississippi as an emergency in preparation of the USA International Ballet Competition (“IBC”); and

WHEREAS, due to the success in scheduling the renovations and the short period of time it took to get them underway, the City was able to budget an additional \$100,000.00 for further renovations to the Arts Center of Mississippi; and

WHEREAS, the architect fees under the original contract provided a fee of \$75,000.00; and

WHEREAS, the original February 3, 2023 Order stated that the not to exceed amount of the Agreement was \$210,000.00; and

WHEREAS, CCD and the City agreed to an additional fee of \$7,000.00 for the \$100,000.00 in additional renovation work; and

WHEREAS, Amendment No. 1 to the Agreement with CCD requires that they perform the same services as provided for the original budget amount, which included identifying feasible renovations given the time constraint of the beginning of the IBC, working with each contractor to determine the best means and methods of accomplishing the work, and inspecting the work as it was constructed; and

WHEREAS, the Department of Public Works recommends approval of this Amendment No. 1; and

WHEREAS, the total agreement amount including Amendment No. 1 shall not exceed \$82,000.00 without prior City Council approval

IT IS, THEREFORE, ORDERED that the February 3, 2023 ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ARCHITECTURE AGREEMENT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR CITY OF JACKSON ARTS CENTER EMERGENCY REPAIRS PROJECT, found at Minute Book 6W, Pages 615-622 is amended to state that the not to exceed amount of the Agreement is \$75,000.

IT IS FURTHER ORDERED that the Mayor is authorized to execute Amendment No. 1 to the professional architect services agreement with Canizaro Cawthon Davis, A Professional Association to increase the Agreement amount by \$7,000.00 for a total not to exceed amount of \$82,000.00.

Agenda Item # 16
September 12, 2023
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/31/2023
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL ARCHITECTURE SERVICES AGREEMENT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR THE CITY OF JACKSON ARTS CENTER EMERGENCY REPAIRS PROJECT																																													
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 6. Infrastructure & Transportation 7. Quality of Life																																													
3.	Who will be affected	Persons participating in events at the Arts Center of Mississippi and Thalia Mara Hall																																													
4.	Benefits	Allow for the efficient and appropriate use of an additional \$100,000.00 for renovations to the Art Center of Mississippi																																													
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 	City Wide																																													
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Public Works; Department of Human & Cultural Services																																													
8.	COST	\$7,000																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ Enterprise Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input checked="" type="checkbox"/> ▪ Other <input type="checkbox"/> 	Account #430-40820-6419 through a transfer from Account #047-45300-6812																																													
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>__x__</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__x__</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__x__</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__x__</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>__x__</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	__x__	AABE	_____ %	WAIVER	yes	___	no	___	N/A	__x__	WBE	_____ %	WAIVER	yes	___	no	___	N/A	__x__	HBE	_____ %	WAIVER	yes	___	no	___	N/A	__x__	NABE	_____ %	WAIVER	yes	___	no	___	N/A	__x__
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THE CITY OF 
JACKSON
MISSISSIPPI
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E.,
City Engineer
Date: August 31, 2023
Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item authorizing the Mayor to execute an amendment to the Agreement with Canizaro Cawthon Davis, A Professional Association to increase the fee by \$7,000.00 for a total not to exceed amount of \$82,000.00. The increase is based on an increase in the budget for the renovations to the Arts Center of Mississippi of \$100,000 and the additional work performed in identifying the renovations, working with the contractors to make those renovations, and inspecting and administering the renovation project.

I recommend that this item be approved. If you have any questions, please call me.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-1779
Telephone: (601) 960-1780
Facsimile: (601) 960-1756
2023

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL ARCHITECTURE SERVICES AGREEMENT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR THE CITY OF JACKSON ARTS CENTER EMERGENCY REPAIRS PROJECT** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY

Terry Williamson, *Legal Counsel*

9/6/23
DATE

17

OFFICE OF THE MUNICIPAL ATTORNEY
A.S.M. 9/14/23

ORDER RATIFYING THE ACCEPTANCE OF REPAIR SERVICES FROM METRO COMMUNICATIONS AND UTILITY FOR REPAIRS AT THE RECORDS MANAGEMENT FACILITY LOCATED AT 2525 ROBINSON ROAD FOR THE DEPARTMENT OF MUNICIPAL CLERK AND AUTHORIZING PAYMENT OF SAID SERVICES.

WHEREAS, on July 3, 2023, there was a small fire at the Records Facility, causing damage to an exterior door that contained wiring for the intercom system and access door; and

WHEREAS, the extent of the damage required a contractor to install wiring, bolts, nuts, washers, pole attachments, conduit, and an intercom; and

WHEREAS, the procurement of these necessary repair services was done with a quote and without prior approval by the City Council of the city of Jackson; and

WHEREAS, Metro Communications & Utility Contractors performed the repair work and need to be compensated in accordance with the attached quote.

IT IS, THEREFORE, ORDERED that the repair work performed by Metro Communications & Utility Contractors is hereby ratified and accepted, and the governing authorities authorize payment to Metro Communications & Utility in the amount of \$3,000.00.

Agenda Item: 17

Date: September 12, 2023

By: A. Harris, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 1, 2023

DATE

POINTS		COMMENTS		
1.	Brief Description/Purpose	Order ratifying and authorizing payment for repair services made at the Records Management Facility located at 2525 Robinson Rd.		
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	N/A		
4.	Benefits	To allow the front and back doors of the facility to lock and accessible to the intercom system.		
5.	Schedule (beginning date)	August 7, 2023		
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Records Facility		
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: ▪ City Department ▪ Consultant	Department of Municipal Clerk		
8.	COST	\$3,000.00		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other	General Fund- 001428006419		
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: Honorable Chokwe Antar Lumumba, Mayor
All Jackson City Council Members

FROM: Angela Harris, Municipal Clerk

DATE: September 1, 2023

RE: Order Ratifying and Authorizing Payment to Metro Communications

Attached is an order ratifying and authorizing payment to Metro Communications & Utility Contractors for the completion of repairs to intercom system and back door at the Records Facility located at 2525 Robinson Road as a result of a small fire on July 3, 2023.

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

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
A.M. 9/6/23
DRIVE

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING THE ACCEPTANCE OF REPAIR SERVICES FROM METRO COMMUNICATIONS AND UTILITY FOR REPAIRS AT THE RECORDS MANAGEMENT FACILITY LOCATED AT 2525 ROBINSON ROAD FOR THE DEPARTMENT OF MUNICIPAL CLERK AND AUTHORIZING PAYMENT OF SAID SERVICES is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney
Sondra Moncure, Deputy City Attorney 



Date



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 **23001639**

Purchase Order Date 07. 23

Department MUNICIPAL CLERK

Bill To

Ship To
MUNICIPAL CLERK
219 SOUTH PRESIDENT ST
1ST FLOOR
JACKSON, MS 39201

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
METRO COMMUNICATIONS & UTILITY
METRO COMMUNICATIONS & UTILITY
UTILITY CONTRACTORS
P O BOX 1070
CLINTON, MS 39060

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
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72720 4722 Pamela Palmer

NOTES

REPAIR INTERCOM AND DOOR AT RECORDS BUILDING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REPAIR INERCOM AND DOOR AT RECORDS BUILDING	1.0000	EA	\$2,000.0000	\$2,000.00
2	MATERIALS: INCLUDES BOLT, NUTS, WASHERS, POLE ATTACHMENTS, CONDUIT, INTERCOM AND DOOR ACCESS	1.0000	EA	\$1,000.0000	\$1,000.00

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 \$3,000.00

Purchase Order

18

ORDER AUTHORIZING THE PROCUREMENT AND IMPLEMENTATION OF UPDATED SQUARE9 SOFTWARES SOFTWARE FOR THE DEPARTMENT OF MUNICIPAL CLERK.

OFFICE OF THE CLERK
SEP 12 2023
A. HARRIS

WHEREAS, the city of Jackson, Mississippi, is required to preserve, store, and maintain essential public records pertaining to the business of the municipality and is required to provide public records to those requesting said records pursuant to the Mississippi Public Records Act of 1983: and

WHEREAS, Square9 Softworks takes the paper out of work and makes it easier to get things done with digital workflows that automate many aspects of your work today. Square9 Softworks makes it easy by extracting information from scans or PDFs, storing documents in a searchable archive, and building digital twins of your current processes through graphical workflows; and

WHEREAS, this software will increase efficiency in the review, storage, collaboration, classification, revision, and accessibility of records for the city of Jackson; and

WHEREAS, the current legacy software is obsolete and has lost certain functions; and

WHEREAS, it is in the best interest of the Department of Municipal Clerk to purchase an upgraded version of said software to continue utilizing its functionality.

WHEREAS, the cost of new software to upgrade current software is as follows:

Part #	Description	Licenses	Total Qty.	Unit Price	Subtotal
GSLEGACY-001	Universal SKU for the addition of legacy products to update earlier versions of GlobalSearch, GlobalCapture, and GlobalForms	200.00	200.00	10.000	\$2,000.00
GSLEGACY-001MS	Universal SKU for the addition of legacy product M&S (monthly) to update earlier versions of GlobalSearch, GlobalCapture, GlobalForms	245.09	1,225.45	0.170	\$208.33
S9SPROSRV-002	Fixed cost remote ECM Services	2.50	2.50	1,750.00	\$4,375.00

Total \$6,583.33

IT IS, THEREFORE, ORDERED that the Mayor execute the Square9 Softworks quotation form and the Square9 Softworks software is approved to be utilized within the Department of Municipal Clerk at a cost not to exceed Six Thousand Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$6,583.33).

Agenda Item: 18

Date: September 12, 2023

A.HARRIS, LUMUMBA

By: A. Harris, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 1, 2023

DATE

POINTS		COMMENTS							
1.	Brief Description/Purpose	This item provides for the update of software the Department of Municipal Clerk for record management, etc.							
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 	This item allows for the Department of Municipal Clerk to retain electronic records for storage and accessibility.							
3.	Who will be affected	Department of Municipal Clerk							
4.	Benefits								
5.	Schedule (beginning date)	Upon approval							
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City Hall							
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Municipal Clerk							
8.	COST	\$6,583.33							
<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 	General Fund- 001-428-00-6419							
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>	
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>	
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>	
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>	
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>	



M E M O R A N D U M

Department of Municipal Clerk
(601) 960-1035

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

FROM: Angela Harris, Municipal Clerk

DATE: September 1, 2023

RE: Procurement of Software Upgrade

Attached is an order to procure new software to upgrade the current Square9 software that is used to store City records. The current legacy software is obsolete and will eventually lose certain functions and capabilities. The City's Server Administration team will be building new Square 9 servers to support the upgrade. The cost of the project is \$6,583.00 to upgrade to the most current version.

Please feel free to contact me at (601) 960-1137 with any additional questions.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
9/6/23 S.M.

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICE AGREEMENT BETWEEN ADVANTAGE BUSINESS SYSTEMS AND THE CITY OF JACKSON, MISSISSIPPI, FOR THE PROCUREMENT, IMPLEMENTATION AND MAINTENANCE AND SUPPORT OF SQUARE 9 SMART SEARCH DOCUMENT MANAGEMENT SOFTWARE** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney S.M.

9/6/23
Date



Quotation

Quote #: Q-07855-2
 Date: 8/7/2023
 Expires On: 8/16/2023
 Prepared For:

Square 9

Documents In, Knowledge Out

127 Church Street, New Haven, CT 06510, USA
 Phone: 203-789-0889
 Email: orders@square-9.com

GENERATED BY	EMAIL	CUSTOMER	RESELLER
Tim Bohn	tbohn@square-9.com	City of Jackson	

PART #	DESCRIPTION	LICENSES	TOTAL QTY	UNIT PRICE	SUBTOTAL
GSLEGACY-001	Universal SKU For the Addition of Legacy Products to Update Earlier Versions of GlobalSearch, GlobalCapture and GlobalForms	200.00	200.00	USD 10.000	USD 2,000.00
GSLEGACY-001MS	Universal SKU For the Addition of Legacy Product M&S (Monthly) to Update Earlier Versions of GlobalSearch, GlobalCapture, GlobalForms	245.09	1,225.45	USD 0.170	USD 208.33
S9SPROSRV-002	Fixed Cost Remote ECM Services	2.50	2.50	USD 1,750.000	USD 4,375.00
TOTAL:					USD 6,583.33

Terms & Conditions

Software Only Purchases or w/ PS under \$5k
 Net 30

Purchases that include S9 Professional Services over \$5k
 Software - Net 30
 25% PS deposit due with order
 50% of PS due upon delivery (installation)
 25% remaining PS upon completion and sign-off
 Subscriptions subject to annual uplift

Authorized Signature: _____

Effective Date: _____

Name (Print): _____

Title: _____

Please sign and email to Tim Bohn at tbohn@square-9.com.

THANK YOU FOR YOUR BUSINESS!

Quote Name: City of Jackson - Upgrade/Migration On-Prem

19

ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON, DEPARTMENT OF HUMAN & CULTURAL SERVICES, CULTURAL DIVISION

OFFICE OF THE ATTORNEY GENERAL
2023

WHEREAS, certain unanticipated needs and allocations have arisen since the adoption of the Fiscal Year 2023 City of Jackson budget for the Department of Human & Cultural Services, Cultural Division; and

WHEREAS, the Fiscal Year 2023 City of Jackson budget should be amended to provide funding to make the final payments for the renovation of the Arts Center of Mississippi done for the purpose of hosting the International Ballet Competition; and

WHEREAS, the following accounts should be amended as follows:

From Account	To Account	Amount
047-45300-6812	430-40820-6419	\$ 7,000.00
047-45300-6812	430-40820-6812	\$ 2,973.00
Total		\$ 9,973.00

IT IS THEREFORE ORDERED that the Fiscal Year 2023 budget be revised for the Department of Human & Cultural Services, as follows:

From Account	To Account	Amount
047-45300-6812	430-40820-6419	\$ 7,000.00
047-45300-6812	430-40820-6812	\$ 2,973.00
Total		\$ 9,973.00

IT IS FURTHER ORDERED that this revision to the budget of the Department of Human & Cultural Services be published in accordance with Section 21-35-25 of the Mississippi Code.

Item # 19
Date September 12, 2023
By: Scott, Lumumba


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET August 31, 2023

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON, DEPARTMENT OF HUMAN & CULTURAL SERVICES, CULTURAL DIVISION																																													
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	City of Jackson																																													
4.	Benefits	Adjust the budget of the Department of Human & Cultural Services																																													
5.	Schedule (beginning date)	Upon Council approval																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Arts Center of Mississippi																																													
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works and Department of Human & Cultural Services																																													
8.	COST	Move \$9,973.00 from Fund 47, Buildings to Fund 430 to pay for amendment to architect's contract for ACM renovations and pay contractor's invoice for renovation work																																													
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	<table border="0"> <thead> <tr> <th>From Account</th> <th>To Account</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>047-45300-6812</td> <td>430-40820-6419</td> <td>\$ 7,000.00</td> </tr> <tr> <td>047-45300-6812</td> <td>430-40820-6812</td> <td>\$ 2,973.00</td> </tr> <tr> <td colspan="2" style="text-align: center;">Total</td> <td>\$ 9,973.00</td> </tr> </tbody> </table>	From Account	To Account	Amount	047-45300-6812	430-40820-6419	\$ 7,000.00	047-45300-6812	430-40820-6812	\$ 2,973.00	Total		\$ 9,973.00																																	
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							



DEPARTMENT OF HUMAN & CULTURAL SERVICES
CULTURAL DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Pamela Scott 
Director, Human & Cultural Services
Date: August 31, 2023
Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item requesting revisions to FY2023 budget for the Department of Human & Cultural Services, Cultural Division. This budget revision will move \$9,973.00 the account in Fund 47 that was budget at the City Council's request to maintain the City's buildings. The funding is needed in the Human & Cultural Services budget to pay one outstanding invoice in the amount of \$2,973.00 that was outside the budget established for renovations to the Arts Center of Mississippi to prepare it for the International Ballet Competition. Also, \$7,000 will be used for an amendment to the contract of Canizaro Cawthon Davis, the architects on the Arts Center of Mississippi renovation project. The original fee for the work was \$75,000.00 which included identifying appropriate repairs and improvements that could be accomplished to the Arts Center of Mississippi in preparation for the International Ballet Competition, inspecting the work performed by the contractors, and generally administering the individual contracts that were procured on an emergency basis for the renovations. The original budget on which the architects fee was based increased by \$100,000 after work began due to the availability of the funds and the rapid progress made in completing the original work. The fee for the additional work was set at \$7,000, as agreed to by the parties.

I recommend that this item be approved. If you have any questions, please call me.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
9/6/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON, DEPARTMENT OF HUMAN & CULTURAL SERVICES, CULTURAL DIVISION** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY

Terry Williamson, Legal Counsel

9/6/23

DATE

20

OFFICE OF THE CLERK
9/16/23

ORDER RATIFYING PAYMENTS TO SUNRISE FRESH PRODUCE FOR PROVIDING PRODUCE TO FEED ANIMALS AT THE JACKSON ZOO IN THE TOTAL AMOUNT OF SIX THOUSAND SIX HUNDRED AND SIXTY-TWO DOLLARS AND SIX CENTS (\$6,662.06) (HARRIS, LUMUMBA)

WHEREAS, Sunrise Fresh Produce (Sunrise) provided fruits and vegetables to feed animals at the City of Jackson Zoo; and

WHEREAS, Sunrise provided apples, carrots, bananas, corn, grapes, romaine lettuce, and sweet potatoes for some of the animals at the Jackson Zoo; and

WHEREAS, Sunrise ensures that the Jackson Zoo has fresh produce as a dietary supplement for the animals; and

WHEREAS, on May 01, 2023, Sunrise provided the Jackson Zoo a food order and Invoice # 14-765828 for four (4) cases of apples, six (6) cases of bananas, two (2) cases of carrots, two (2) cases of corn, one (1) case of red seedless grapes, three (3) cases of romaine lettuce, two (2) cases of oranges, and three (3) cases of sweet potatoes, with a Six Dollar and Fifty Cents (\$6.50) fuel charge, totaling Eight Hundred Fifty-Four Dollars and Sixty-Three Cents (\$854.63); and

WHEREAS, on May 08, 2023, Sunrise provided the Jackson Zoo a food order and Invoice # 14-766847 for three (3) cases of apples, two (2) cases of bananas, one (1) case of corn, three (3) cases of romaine lettuce, one (1) case of oranges, and three (3) cases of sweet potatoes, with a Six Dollar and Fifty Cents (\$6.50) fuel charge, totaling Five Hundred Nineteen Dollars and Thirty Cents (\$519.30); and

WHEREAS, on May 15, 2023, Sunrise provided the Jackson Zoo a food order and Invoice # 14-767670 for four (4) cases of apples, five (5) cases of bananas, two (2) cases of carrots, two (2) cases of corn, one (1) case of red seedless grapes, three (3) cases of romaine lettuce, four (4) cases of oranges, and three (3) cases of sweet potatoes, with a Six Dollar and Fifty Cents (\$6.50) fuel charge, totaling Eight Hundred Ninety-Five Dollars and Sixty-Seven Cents (\$895.67); and

WHEREAS, on May 22, 2023, Sunrise provided the Jackson Zoo a food order and invoice # 14-768646 for three (3) cases of apples, five (5) cases of bananas, one (1) case of carrots, three (3) cases of corn, one (1) case of red seedless grapes, three (3) cases of romaine lettuce, five (5) cases of oranges, and three (3) cases of sweet potatoes, with a Six Dollar and Fifty Cents (\$6.50) fuel charge, totaling Eight Hundred Eighty-Two Dollars and Fifty Cents (\$882.50); and

WHEREAS, on June 20, 2023, Sunrise provided the Jackson Zoo a food order and Invoice # 14-771445 for six (6) cases of apples, seven (7) cases of bananas, two (2) cases of carrots, two (2) cases of corn, five (5) cases of romaine lettuce, three (3) cases of oranges, and three (3) cases

of sweet potatoes, with a Six Dollar and Fifty Cents (\$6.50) fuel charge, totaling Nine Hundred Eighty-Nine Dollars and Ninety Cents (\$989.90); and

WHEREAS, on July 12, 2023, Sunrise provided the Jackson Zoo a food order and Invoice # 14-773829 for four (4) cases of apples, six (6) cases of bananas, two (2) cases of carrots, four (4) cases of corn, one (1) case of red seedless grapes, four (4) cases of romaine lettuce, five (5) cases of oranges, and four (4) cases of sweet potatoes, totaling One Thousand Ninety-Five Dollars and Forty-Two Cents (\$1,095.42); and

WHEREAS, on August 12, 2023, Sunrise provided the Jackson Zoo a food order and Invoice # 14-776670 for four (4) cases of apples, six (6) cases of bananas, two (2) cases of corn, two (2) cases of romaine lettuce, four (4) cases of oranges, and three (3) cases of sweet potatoes, totaling Seven Hundred Twenty-Eight Dollars and Eighty-Nine Cents (\$728.89); and

WHEREAS, on August 18, 2023, Sunrise provided the Jackson Zoo a food order and Invoice # 14-778481 for two (2) cases of carrots, two (2) cases of romaine lettuce, and two (2) cases of sweet potatoes, with a Six Dollar and Fifty Cents (\$6.50) fuel charge, totaling Two Hundred Five Dollars and Twenty Cents (\$205.20); and

WHEREAS, on August 25, 2023, Sunrise provided the Jackson Zoo a food order and Invoice # 14-779327 for two (2) cases of apples, two (2) cases of bananas, one (1) case of carrots, two (2) cases of corn, two (2) cases of romaine lettuce, two (2) cases of oranges, and three (3) cases of sweet potatoes, with a Six Dollar and Fifty Cents (\$6.50) fuel charge, totaling Four Hundred Ninety Dollars and Fifty-Five Cents (\$490.55); thus

IT IS HEREBY ORDERED, that a payment in the amount of Six Thousand Six Hundred and Sixteen Dollars and Fifty-Six Cents (\$6,616.56) be approved and ratified to Sunrise Fresh Produce for fruits and vegetables that were provided to feed animals at the City of Jackson Zoo to be paid from account number: 398.498.00-6214; and

IT IS FURTHER ORDERED, that a payment in the amount of Forty-Five Dollars and Fifty Cents (\$45.50) be approved and ratified to Sunrise Fresh Produce for fuel charges for the previous deliveries of fruits and vegetables listed above to feed animals at the City of Jackson Zoo to be paid from account number: 398.498.00-6215.

BY: HARRIS, LUMUMBA

ITEM NO:	
DATE:	

INVOICE

SUNRISE FRESH PRODUCE

4229 Michael Avalon St - Jackson, MS 39209

INVOICE DATE 05/01/2023 08:56 AM CDT
INVOICE # 14-765828
TERMS NET 28
PO NUM

TEL. +16012134008

LOC. 32.3227812, -90.2216816
ROUTE. XPR

PAST DUE

SOLD TO: JACKSON ZOO
2919 W. CAPITOL STREET
JACKSON, MS 39209
Phone: 6013522580

CODE	ORDER QTY	SHIP QTY	UNIT	COO	DESC	UNIT \$	EXT \$
11080	4.00	4.00	CASE		APPLE RED 113-138	50.51	202.04
11099	6.00	6.00	CASE		BANANA GREEN	28.11	168.66
11494	2.00	2.00	SACK		CARROT JUMBO 50#	26.76	53.52
12165	2.00	2.00	CASE		CORN YELLOW 48	30.37	60.74
11168	1.00	1.00	CASE		GRAPE RED SEEDLESS	52.37	52.37
12350	3.00	3.00	CASE		LETTUCE ROMAINE PREMIUM	55.89	167.67
12555	2.00	2.00	CASE		ORANGES CA 113-138	36.12	72.24
13115	3.00	3.00	CASE		POTATO SWEET #2	23.63	70.89
11902	1.00	1.00	EACH		FUEL SURCHARGE	6.50	6.50
						Subtotal	854.63
						Tax	0.00

Total 854.63

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 495e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

1.5% Service Charge per month (18% annual charge) on all overdue accounts after 30 days. Customer will assume all collection costs, including attorney's fees.

Special Instructions

Please call in credit requests within 24 hours of receipt of product. Thank you

Packages= 24.00



14-765828

JZ

INVOICE

SUNRISE FRESH PRODUCE

4229 Michael Avalon St · Jackson, MS 39209

INVOICE DATE 05/08/2023 02:23 PM CDT
INVOICE # 14-766847
TERMS NET 28
PO NUM

TEL. +16012134008

LOC. 32.322427, -90.2216816
ROUTE. XPR

PAST DUE

SOLD TO: JACKSON ZOO
2918 W. CAPITOL STREET
JACKSON, MS 39209
Phone: 6013522580

CODE	ORDER QTY	SHIP QTY	UNIT	COO	DESC	UNIT \$	EXT \$
11080	3.00	3.00	CASE		APPLE RED 113-138	50.51	151.53
11099	2.00	2.00	CASE		BANANA GREEN	28.11	56.22
12165	1.00	1.00	CASE		CORN YELLOW 48	30.37	30.37
12350	3.00	3.00	CASE		LETTUCE ROMAINE PREMIUM	55.89	167.67
12555	1.00	1.00	CASE		ORANGES CA 113-138	36.12	36.12
13115	3.00	3.00	CASE		POTATO SWEET #2	23.63	70.89
11902	1.00	1.00	EACH		FUEL SURCHARGE	6.50	6.50
						Subtotal	519.30
						Tax	0.00

Total 519.30

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 495e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

1.5% Service Charge per month (18% annual charge) on all overdue accounts after 30 days. Customer will assume all collection costs, including attorney's fees.

Special Instructions

Please call to credit requests within 24 hours of receipt of produce. Thank you.

Packages= 14.00



14-766847

J

INVOICE

SUNRISE FRESH PRODUCE

4229 Michael Avalon St • Jackson, MS 39209

INVOICE DATE 05/22/2023 10:34 AM CDT
INVOICE # 14-768646
TERMS NET 28
PO NUM

TEL. +16012134009

LOC. 32.3227812, -90.2216816
ROUTE. XPR

PAST DUE

SOLD TO: JACKSON ZOO
2918 W. CAPITOL STREET
JACKSON, MS 39209
Phone: 6013522580

Table with columns: CODE, ORDER QTY, SHIP QTY, UNIT, COG, DESC, UNIT \$, EXT \$. Rows include items like APPLE RED 117-138, BANANA GREEN, CARROT JUMBO 50#, CORN YELLOW 48, GRAPE RED SEEDLESS, LETTUCE ROMAINE PREMIUM, ORANGES CA 113-138, POTATO SWEET #2, FUEL SURCHARGE. Subtotal 882.50, Tax 0.00, Total 882.50.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 495e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

1.5% Service Charge per month (18% annual charge) on all overdue accounts after 30 days. Customer will assume all collection costs, including attorney's fees.

Special Instructions

Please call in credit requests within 24 hours of receipt of product. Thank you

Packages= 25.00



14-768646

J

INVOICE

SUNRISE FRESH PRODUCE

4229 Michael Avalon St · Jackson, MS 39209

INVOICE DATE 06/20/2023 11:35 AM CDT
INVOICE # 14-771445
TERMS NET 28
PO NUM

TEL. +16012134008

LOC. 32.3182153, -90.2222748
ROUTE. KEY

SOLD TO: JACKSON EOC
2918 W. CAPITOL STREET
JACKSON, MS 39209
Phone: 6013522580

PAST DUE

CODE	ORDER QTY	SHIP QTY	UNIT	COO	DESC	UNIT \$	EXT \$
11080	6.00	6.00	CASE		APPLE RED 119-138	41.87	251.22
11099	7.00	7.00	CASE		BANANA GREEN	29.87	209.09
11494	2.00	2.00	SACK		CARROT JUMBO 50#	27.37	54.74
12165	2.00	2.00	CASE		CORN YELLOW 48	30.37	60.74
12350	5.00	5.00	CASE		LETTUCE ROMAINE PREMIUM	41.64	208.20
12555	3.00	3.00	CASE		ORANGES CA 113-138	35.87	107.61
12640	3.00	3.00	CASE		POTATO SWEET #1	30.60	91.80
11902	1.00	1.00	EACH		FUEL SURCHARGE	6.50	6.50
						Subtotal	989.90
						Tax	0.00

Total 989.90

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

1.5% Service Charge per month (18% annual charge) on all overdue accounts after 30 days. Customer will assume all collection costs, including attorney's fees.

Special Instructions

Please call in credit requests within 24 hours of receipt of invoice. Thank you

Packages= 29.00



14-771445

W.B

INVOICE

SUNRISE FRESH PRODUCE

4229 Michael Avalon St - Jackson, MS 39209

INVOICE DATE 07/12/2023 02:39 PM CDT
INVOICE # 14-773829
TERMS NET 28
PO NUM

TEL. +16012134008

LOC. 32.3181929, -90.2222461
ROUTE. H02

PAST DUE

SOLD TO: JACKSON ZOO
2918 W. CAPITOL STREET
JACKSON, MS 39209
Phone: 6013522580

CODE	ORDER QTY	SHIP QTY	UNIT	COO	DESC	UNIT \$	EXT \$
11080	4.00	4.00	CASE		APPLE RED 113-138	41.87	167.48
11293	6.00	6.00	CASE		BANANA GREEN TIP	29.87	179.22
11494	2.00	2.00	SACK		CARROT JUMBO 50#	27.37	54.74
12165	4.00	4.00	CASE		CORN YELLOW 48	41.87	167.48
11168	1.00	1.00	CASE		GRAPE RED SEEDLESS	32.87	32.87
12350	4.00	4.00	CASE		LETTUCE ROMAINE PREMIUM	47.97	191.88
12555	5.00	5.00	CASE		ORANGES CA 113-138	35.57	179.35
12640	4.00	4.00	CASE		POTATO SWEET #1	30.60	122.40
						Subtotal	1095.42
						Tax	0.00

Total 1095.42

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

1.5% Service Charge per month (18% annual charge) on all overdue accounts after 30 days. Customer will assume all collection costs, including attorney's fees.

Special Instructions

Please call in credit requests within 24 hours of receipt of product. Thank you

Packages= 30.00



14-773829

W.B.
W.B.

SUNRISE PRODUCE JACKSON
 4229 MICHAEL AVALON ST
 JACKSON, MS 39209

PH:601-213-4000 FAX:601-969-7480 Route 900 / Page: 1

Invoice No: 14-777670
 Invoice Date: 08/12/2023
 Terms: NET 28

Sold To: JACKSON ZOO
 2918 W. CAPITOL STREET
 JACKSON, MS 39209
 Phone: (601) 352-2580

14000039/

Driver Initials: TD

Time In: _____ Time Out: _____

Sales Rep: JAOO.

PO: _____



ORD	QTY	SHIP	QTY	UOM	DESCRIPTION	COO	ITEM	UNIT PRICE	EXT PRICE
	4.00		4.00	CASE	APPLE RED 113-138		11080	39.87	159.48
	6.00		6.00	CASE	BANANA GREEN TIP		11293	29.87	179.22
	2.00		2.00	CASE	CORN YELLOW 48		12165	34.87	69.74
	2.00		2.00	CASE	LETTUCE ROMAINE PREMIUM		12350	36.72	73.44
	4.00		4.00	CASE	ORANGES CA 113-138		12553	38.87	155.48
	3.00		3.00	CASE	POTATO SWEET #1		12640	30.51	91.53

CUSTOMER PICK UP

CUSTOMER PICK UP
 No Returns
 Best Temperature 38

THANK YOU FOR BEING A LOYAL CUSTOMER!! WE'RE LUCKY TO HAVE CUSTOMERS LIKE YOU!!

Packages= 21.00



W. Benson

SUBTOTAL: 728.89
 TAX: 0.00
 TOTAL: 728.89

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499(e)(c)). The seller of these commodities retains a trust claim over these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Buyer agrees to pay interest at a rate of 1.5% per month and attorneys' fees necessary to collect any balance due hereunder. Interest and attorneys' fees shall be considered "sums owing in connection" with this transaction under the PACA trust.

Invoice 14-778481

Sunrise Produce Jackson

4229 MICHAEL AVALON ST

JACKSON MS 39209

Phone: (601) 213 - 4008

Fax: (601) 969 - 7480

Customer 14000039 /

Route: XPR

Stop: 23

Bill To:

JACKSON ZOO
2918 W. CAPITOL STREET

JACKSON MS 39209
(601) 352-2580

Ship To:

JACKSON ZOO
2918 W. CAPITOL STREET

JACKSON MS 39209
(601) 352-2580

Adjustments will be honored within 24 hours of delivery and proper information is sent. Do not change this invoice.

Date		Ship Via		Due Date		Terms				
08/18/2023						NET 28				
Purchase Order Number			Order Date		Salesperson		Order Taker		Our Order Number	
			08/18/2023		JADO		JDONERSON		975955	
Ordered	Quantity	Pack	Item Code	Description	Tax	Unit Price	Amount			
2.00	2.00	SACK	11494	CARROT JUMBO 50#	N	32.12	64.24			
1.00	1.00	EACH	11902	FUEL SURCHARGE	N	6.50	6.50			
2.00	2.00	CASE	12350	LETTUCE ROMAINE PREMIUM	N	36.72	73.44			
2.00	2.00	CASE	12640	POTATO SWEET #1	N	30.51	61.02			

THANK YOU FOR BEING A LOYAL CUSTOMER!! WE'RE LUCKY TO HAVE CUSTOMERS LIKE YOU!!

Signature: _____

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Interest at 18% added to unpaid balance. Interest and attorneys fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA Trust.

NonTaxable Subtotal	205.20
Taxable Subtotal	0.00
Tax 0.000%	0.00
Total Invoice	205.20

INVOICE

SUNRISE FRESH PRODUCE

4229 Michael Avalon St · Jackson, MS 39209

INVOICE DATE 08/25/2023 02:01 PM CDT
INVOICE # 14-779327
TERMS NET 28
PO NUM

TEL. +16012134008

LOC. 32.3227828, -90.2208023
ROUTE. XPR

SOLD TO: JACKSON ZOO
2918 W. CAPITOL STREET
JACKSON, MS 39209
Phone: 601352258C

CODE	ORDER QTY	SHIP QTY	UNIT	COO	DESC	UNIT \$	EXT \$
undefined	2.00	2.00	CASE		APPLE RED 113-138	39.87	79.74
undefined	2.00	2.00	CASE		BANANA GREEN TIP	29.87	59.74
undefined	1.00	1.00	SACK		CARROT JUMBO 50#	32.12	32.12
undefined	2.00	2.00	CASE		CORN YELLOW 48	34.87	69.74
undefined	2.00	2.00	CASE		LETTUCE ROMAINE PREMIUM	36.72	73.44
undefined	2.00	2.00	CASE		ORANGES CA 113-138	38.87	77.74
undefined	3.00	3.00	CASE		POTATO SWEET #1	30.51	91.53
undefined	1.00	1.00	EACH		FUEL SURCHARGE	6.50	6.50
						Subtotal	490.55
						Tax	0.00

Total 490.55

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

1.5% Service Charge per month (18% annual charge) on all overdue accounts after 30 days. Customer will assume all collection costs, including attorney's fees.

Special Instructions

Please call in credit requests within 24 hours of receipt of product. Thank you

Packages= 15.00



14-779327

W. Bann

W. Bannryy

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 28, 2023

	P O I N T S	C O M M E N T S																																																							
1.	Brief Description/Purpose	Order ratifying invoices with Sunrise Produce Jackson for providing produce to feed the animals at the Jackson Zoo in the amount totaling Six Thousand Six Hundred and Sixty-Two Dollars and Six Cents (\$6,662.06).																																																							
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	Six Thousand Six Hundred and Sixteen Dollars and Fifty-Six Cents (\$6,616.56) Forty-Five Dollars and Fifty Cents (\$45.50)																																																							
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account No. 398.498.00-6214- \$6,616.56 Account No. 390.498.00-6215 - \$45.50																																																							
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">%</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">___</td> <td style="width: 10%;">Yes</td> <td style="width: 5%;">___</td> <td style="width: 10%;">No</td> <td style="width: 5%;">___</td> <td style="width: 10%;">N/A</td> <td style="width: 5%;">X</td> </tr> <tr> <td>AABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>WBE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>HBE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> <tr> <td>NABE</td> <td>_____</td> <td>%</td> <td>WAIVER</td> <td>___</td> <td>Yes</td> <td>___</td> <td>No</td> <td>___</td> <td>N/A</td> <td>X</td> </tr> </table>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	X	AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	X	WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	X	HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	X	NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	X
ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	X																																															
AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	X																																															
WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	X																																															
HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	X																																															
NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	X																																															

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 Lumumba
FROM: Ison B. Harris, Jr., Director
Department of Parks and Recreation
DATE: August 28, 2023
RE: Payment Ratification (Sunrise Produce Jackson)

Order ratifying invoices with Sunrise Produce Jackson for providing produce to feed the animals at the Jackson Zoo in the amount totaling Six Thousand Six Hundred and Sixty-Two Dollars and Six Cents (\$6,662.06).

The Department of Parks and Recreation & the Jackson Zoo recommends that this Order be submitted for the Council's consideration.

Thank you.

IBHjr/sa

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
9/6/23

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PAYMENT TO SUNRISE FRESH PRODUCE FOR PROVIDING PRODUCE TO FEED ANIMALS AT THE JACKSON ZOO IN THE TOTAL AMOUNT OF SIX THOUSAND SIX HUNDRED AND SIXTY-TWO DOLLARS AND SIX CENTS (\$6,662.06) (HARRIS, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Justin Powell, Deputy City Attorney JP 9/6/23

9/6/23

Date

21

OFFICE OF THE CLERK
9/12/23

ORDER RATIFYING PAYMENT IN THE AMOUNT OF SIX HUNDRED DOLLARS (\$600.00) FOR SERVICES PERFORMED BY ARTISAN PYROTECHNICS, INC., WHO PROVIDED PYROTECHNICS FOR THE JUNETEENTH KID'S FESTIVAL THAT WAS ORIGINALLY SCHEDULED FOR JUNE 16, 2023, BUT HAD TO BE RESCHEDULED TO JUNE 19, 2023, BECAUSE OF INCLEMENT WEATHER, WHICH NECESSITATED DISASSEMBLING AND REASSEMBLING THE PYROTECHNIC DISPLAY (HARRIS, LUMUMBA)

WHEREAS, Artisan Pyrotechnics, Inc., (Artisan Pyro) provided pyrotechnics for the City of Jackson Parks and Recreation Department for the Juneteenth Kids' Festival; and

WHEREAS, the above pyrotechnics display, along with other activities, entertainment, and live performances, was originally scheduled for June 16, 2023; and

WHEREAS, because of inclement weather, the above event had to be rescheduled to June 19, 2023; and

WHEREAS, the rescheduling of the event required Artisan Pyro to disassemble and then reassemble their pyrotechnic equipment, for which they charge a Six Hundred Dollar (\$600.00) fee; and

WHEREAS, the Parks and Recreation Department, because of the importance of Juneteenth festivities with the community, agreed to be billed for the above amount for rescheduling of the event; thus

IT IS HEREBY ORDERED, that a payment from account number: 005.501.10-6419 in the amount of Six Hundred Dollars (\$600.00) be made to Artisan Pyro for rescheduling and providing the pyrotechnics display that was a part of the City of Jackson's Juneteenth Festival.

By: HARRIS, LUMUMBA

ITEM NO:	21
DATE:	September 12, 2023



Artisan Pyrotechnics Inc.

P. O. Drawer 250
Wiggins, MS 39577
(800) 329-9369
Federal ID #20-2005579

Invoice

DATE	INVOICE #
6/20/2023	2428

BILL TO
City of Jackson 219 S. President St. Jackson, MS 39205

DUE DATE
6/20/2023

DESCRIPTION	AMOUNT
Rescheduling Fee from 6.16.23 to 6.19.23	600.00
Total	\$600.00

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 29, 2023

P O I N T S		C O M M E N T S										
1.	Brief Description/Purpose	Order ratifying payments for services performed by Artisan Pyrotechnics Inc. provided pyrotechnics for the City of Jackson - Parks and Recreations Department for the Juneteenth Kids Festival. Artisan Pyrotechnics Inc. for provided the firework display on Monday June 19, 2023 at the Jackson Convention Center for the City of Jackson, Department of Parks and Recreation for a rescheduling fee of \$600.00.										
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	Six Hundred Dollars (\$600.00) to Artisan Pryotechnics Inc.										
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Other Professional Services : 005-501.10-6419										
10.	EBO participation	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>

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 Lumumba
FROM: Ison B. Harris, Jr., Director
Department of Parks and Recreation
DATE: August 29, 2023
RE: Payment Ratification (Artisan Pyrotechnics Inc.)

Order ratifying payments for services performed by Artisan Pyrotechnics Inc. provided pyrotechnics for the City of Jackson - Parks and Recreations Department for the Juneteenth Kids Festival. Artisan Pyrotechnics Inc. for provided the firework display on Monday June 19, 2023 at the Jackson Convention Center for the City of Jackson, Department of Parks and Recreation for a rescheduling fee of \$600.00.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

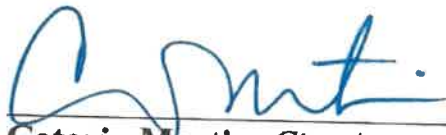
IBHjr/sa

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
9/6/23
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 PAYMENT IN THE AMOUNT OF SIX HUNDRED DOLLARS (\$600.00) FOR SERVICES PERFORMED BY ARTISAN PYROTECHNICS, INC., WHO PROVIDED PYROTECHNICS FOR THE JUNETEENTH KID'S FESTIVAL THAT WAS ORIGINALLY SCHEDULED FOR JUNE 16, 2023, BUT HAD TO BE RESCHEDULED TO JUNE 19, 2023, BECAUSE OF INCLEMENT WEATHER, WHICH NECESSITATED DISASSEMBLING AND REASSEMBLING THE PYROTECHNIC DISPLAY (HARRIS, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Justin Powell, Deputy City Attorney JP 9/6/23

9/6/23
Date

22

OFFICE OF THE CITY CLERK
9/12/23

ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) FROM “AUTOMOBILES + PIC” CATEGORY TO “OTHER PROFESSIONAL SERVICES” CATEGORY FOR TREE, LIMB, AND DEBRIS REMOVAL

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, as well as our visiting guests; 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 Forty-Five Thousand Dollars (\$45,000.00) currently located in the “Automobiles + Pic” 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 Forty-Five Thousand Dollars (\$45,000.00) located in the “Automobiles + Pic” Category is comprised of unspent funds for vehicle purchases; and

WHEREAS, the Department of Parks and Recreation needs this requested Budget amendment so that the Parks and Recreation Department may get trees, limbs, and debris removed from public property that was caused by storms in June and July of 2023; and

WHEREAS, the funds are requested to be transferred as shown below; and

Agenda Item # 22
September 12, 2023
HARRIS, LUMUMBA

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
Automobiles + Pic Category Account: 005-504.10-6868	\$45,000.00	Other Professional Services Category Account: 005-504.10-6419	\$45,000.00
		Total Funds Transfer Request	\$45,000.00

WHEREAS, this intradepartmental transfer of Forty-Five Thousand Dollars (\$45,000.00) 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 Forty-Five Thousand Dollars (\$45,000.00) from the “Automobiles + Pic” Category (account number: 005-504.10-6868), to be allocated to the “Other Professional Services” Category (account number: 005-504.10-6419).

(HARRIS, LUMUBA)

ITEM NO.:	
DATE:	

Parks & Recreation Department
1000 Metro Center, Suite 104
Jackson, MS 39209-7503
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

To: Mayor Chokwe Antar Lumumba
From: Ison B. Harris, Jr., Director
Department of Parks & Recreation
Date: August 28, 2023
Re: Budget Revision Admin (Tree Removal)

Order amending the fiscal year 2022/2023 for the Department of Parks and Recreation, to transfer Forty-Five Thousand Dollars **(\$45,000.00)** located in the "Automobiles + Pic" Category to Other Professional Services to remove tree and storm debris from the city parks.

The Department of Parks and Recreation recommends the Order be submitted for the Council's consideration.

Thank you.

IBHjr/sa

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 28, 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 Forty-Five Thousand Dollars (\$45,000.00) located in the "Automobiles + Pic" Category to Other Professional Services to remove tree and storm debris from the city parks.
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)	Upon Council Approval
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation
8.	COST	Forty-Five Thousand Dollars (\$45,000.00)
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	FROM: Automobiles + Pic Category Account: 005-504.10-6868 TO: Other Professional Services 005-504.10-6419 \$45,000.00
10.	EBO participation	ABE _____ % WAIVER yes ___ no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> AABE _____ % WAIVER yes ___ no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> WBE _____ % WAIVER yes ___ no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> HBE _____ % WAIVER yes ___ no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> NABE _____ % WAIVER yes ___ no <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
9/16/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) FROM "AUTOMOBILES + PIC" CATEGORY TO "OTHER PROFESSIONAL SERVICES" CATEGORY FOR TREE, LIMB, AND DEBRIS REMOVAL** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Justin Powell, *Deputy City Attorney* JP 9/16/23

9/16/23
Date

23

OFFICE OF THE CLERK
9/16/23

ORDER RATIFYING PAYMENTS FOR SERVICES PERFORMED BY BOUNCE-A-ROO, LLC, WHO PROVIDED SPACE JUMPS FOR ZIPTTY ZOO DAY AND THE JUNETEETH KIDS' FESTIVAL IN THE AMOUNT OF EIGHT HUNDRED AND SEVENTY DOLLARS (\$870.00) (HARRIS, LUMUMBA)

WHEREAS, Bounce-A-Roo, LLC, (Bounce-A-Roo) provided space jumps for the City of Jackson Parks and Recreation Department; and

WHEREAS, Bounce-A-Roo provided two (2) space jumps at Zippty Zoo Day on May 20, 2023 at the Jackson Zoo; and

WHEREAS, Bounce-A-Roo provided two (2) space jumps at the Juneteenth Kids' Festival at the Jackson Convention Center on June 19, 2023; thus

IT IS HEREBY ORDERED, that a payment in the amount of Four Hundred and Ninety Dollars (\$490.00) be approved and ratified to Bounce-A-Roo for providing two (2) space jumps at the Zippty Zoo Day event held at the Jackson Zoo to be paid from account number 390.498.00-6419.

IT IS FURTHER ORDERED, that a payment in the amount of Three Hundred and Eighty Dollars (\$380.00) be approved and ratified to Bounce-A-Roo for providing two (2) space jumps at the Juneteenth Kids' Festival to be paid from account number 005.501.10-6419.

BY: HARRIS, LUMUMBA

ITEM NO:	23
DATE:	September 12, 2023



Bounce-A-Roo, LLC. 151 Church Rd Brandon, MS, 39047
(601) 624-8787

- Zippy Zoo Pay

INVOICE

Invoice Date: 6/14/2023 **Invoice #:** 15285969

Event Location

Billing Info:

City of Jackson - The Jackson Zoo C/O Visit Jackson

Angela White
2918 W Capitol Street
Jackson, MS 39209

Start Date:

5/27/2023 11:00am

End Date:

5/27/2023 2:00pm

Rental Type:

Delivery Customer

Electrical:

(3) 110V Outlets

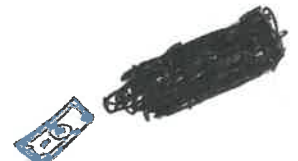
Event Info:

event
2918 W Capitol St
Jackson, MS 39209

Phone:

Cell Phone: (601) 960-0655

Name	Qty	Total
Modular Combo	1	\$200.00
Big Baller	1	\$300.00
Rentals subtotal		\$500.00
Staffing		\$0.00
Delivery		\$40.00
Fees		\$0.00
Discount	Exempt 0%	\$50.00
Sales Tax		\$0.00
Total		\$490.00
Amount Paid		\$0.00
Balance Due		\$490.00



2025/4/59



Bounce-A-Roo, LLC. 151 Church Rd Brandon, MS, 39047
(601) 624-8787

*June 16th
Kids' Festival*

QUOTE

Event Location

Quote Date: 6/15/2023 **Quote #:** 16371217

Billing Info:

City of Jackson
Angela White
2918 W Capitol Street
Jackson, MS 39209

Start Date:

6/16/2023 1:00pm

End Date:

6/16/2023 8:00pm

Rental Type:

Delivery Customer

Electrical:

(3) 110V Outlets

Event Info:

Jackson Convention Complex
105 E Pascagoula St
Jackson, MS 39201

Phone: (601) 955-5571

Cell Phone: (601) 960-0655

Name	Qty	Total
King Castle Combo	1	\$200.00
Modular Combo	1	\$200.00
Rentals subtotal		\$400.00
Staffing		\$0.00
Delivery		\$40.00
Fees		\$0.00
Discount		\$60.00
Sales Tax	Exempt 0%	\$0.00
Total		\$380.00
Amount Paid		\$0.00
Balance Due		\$380.00

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 Lumumba
FROM: Ison B. Harris, Jr., Director
Department of Parks and Recreation
DATE: August 28, 2023
RE: Payment Ratification (Bounce-A-Roo, LLC.)

Order ratifying payments for services performed by Bounce-A-Roo, LLC., who provided space jumps for Zippty Zoo Day and Juneteenth Kids Festival in the amount totaling Eight Hundred and Seventy Dollars (\$870.00).

The Department of Parks and Recreation & the Jackson Zoo recommends that this Order be submitted for the Council's consideration.

Thank you.

IBHjr/sa

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 28, 2023

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Order ratifying payments for services performed by Bounce-A-Roo, LLC., who provided space jumps for Zippty Zoo Day and Juneteenth Kids Festival in the amount totaling Eight Hundred and Seventy Dollars (\$870.00).
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	Three Hundred and Eighty Dollars (\$380.00) Four Hundred and Ninety Dollars (\$490.00)
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account No. 005.501.10-6419 - \$380.00 Account No. 390.498.00-6419 - \$490.00

10.	EBO participation	ABE	%	WAIVE	Yes	No	N/A	X
				R				
		AABE	%	WAIVE	Yes	No	N/A	X
				R				
		WBE	%	WAIVE	Yes	No	N/A	X
		R						
		HBE	%	WAIVE	Yes	No	N/A	X
				R				
		NABE	%	WAIVE	Yes	No	N/A	X
				R				

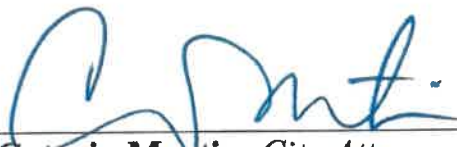
Office of the City Attorney

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
Justin Powell
9/6/23

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING PAYMENT FOR SERVICES PERFORMED BY BOUNCE-A-ROO, LLC, WHO PROVIDED SPACE JUMPS FOR ZIPTTY ZOO DAY AND THE JUNETEENTH KIDS' FESTIVAL IN THE AMOUNT OF EIGHT HUNDRED AND SEVENTY DOLLARS (\$870.00) (HARRIS, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Justin Powell, *Deputy City Attorney* JP 9/6/23

9/6/23
Date

24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER TO MODIFY SEVEN BON AIR PROPERTY DEEDS THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND H. FARISS CRISLER, III

Handwritten signature/initials

WHEREAS, on July 14, 2023, the Department of Planning and Development published a Quotation Request Form seeking a vendor to modify and record seven Bon Air property deeds; and

WHEREAS, H. Fariss Crisler, III submitted the lowest price quote to modify and record seven Bon Air property deeds; and

WHEREAS, H. Fariss Crisler, III has a principal office located at 840 E. River Place, Suite 508; and

WHEREAS, H. Fariss Crisler, III will complete the modification of deeds for the following properties.

Description of Items	Price per Project Location
109 Calhoun	\$500.00
110 Calhoun	\$500.00
113 Calhoun	\$500.00
114 Calhoun	\$500.00
115 Calhoun	\$500.00
116 Calhoun	\$500.00
117 Calhoun	\$500.00

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute a purchase order with H. Fariss Crisler to modify and record seven Bon Air property deeds through Planning and Development as outlined below once the purchase order is approved.

Description of Items	Price per Project Location
109 Calhoun	\$500.00
110 Calhoun	\$500.00
113 Calhoun	\$500.00
114 Calhoun	\$500.00
115 Calhoun	\$500.00
116 Calhoun	\$500.00
117 Calhoun	\$500.00

ITEM NO. 24
 DATE: September 12, 2023
 BY: (DOTSON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

POINTS	COMMENTS																																																												
1. Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER TO MODIFY SEVEN BON AIR PROPERTY DEEDS AND RECORD THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND H. FARISS CRISLER, III																																																												
2. Purpose	Modify seven Bon Air property deeds and recording																																																												
3. Who will be affected	City of Jackson																																																												
4. Benefits																																																													
5. Schedule (beginning date)	Upon approval by Council																																																												
6. Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 5																																																												
7. Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Planning and Development																																																												
8. COST	\$3,500																																																												
9. Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.404.10.6419																																																												
10 EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 25%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 25%;">no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></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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___	N/A																																																												

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Chloe Dotson, Director
Department of Planning and Development

DATE: August 21, 2023

RE: Agenda Item for August 29, 2023

The attached agenda item is to authorize execution of a purchase order to for the modification and recording of deed for seven Bon Air properties in the City of Jackson.

Several quotes were received and reviewed with H. Fariss Crisler submitting the lowest quote.

Should you have any questions or need additional information, please let me know.

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

FILED
H.H.
6/24/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER TO MODIFY SEVEN BON AIR PROPERTY DEEDS AND RECORD THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND H. FARISS CRISLER, III** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



9/6/23

Date



City of Jackson Quotation Request Form

Division: Planning
 Requestor: Chloe Dotson
 Address: 200 S. President St
 Phone No: 601.960.1172
 Fax No: _____
 Date: #####
 Page No 1 Of 1 Pages

Vendor Name: H. Fariss Crisler, III
 Address: 840 E. River Place, Suite 508
Jackson, MS 39202
 Signature Quoted by: *H. Fariss Crisler, III*
 Phone No: 601-353-2155
 Fax No: 601-353-2171
 Date: 6/28/23
 Quote Valid for : 30 Days

Item No.	Quantity Requested/Units	Description of Items Requested/Manufacturer/Services or work	Unit Price	Total Price
1	109 Calhoun Street	Fix deed for lot and record proper documents	\$500.00	\$500.00
2	110 Calhoun Street	Fix deed for lot and record proper documents	\$500.00	\$500.00
3	113 Calhoun Street	Fix deed for lot and record proper documents	\$500.00	\$500.00
4	114 Calhoun Street	Fix deed for lot and record proper documents	\$500.00	\$500.00
5	115 Calhoun Street	Fix deed for lot and record proper documents	\$500.00	\$500.00
6	116 Calhoun Street	Fix deed for lot and record proper documents	\$500.00	\$500.00
7	117 Calhoun Street	Fix deed for lot and record proper documents	\$500.00	\$500.00

25

OFFICE OF THE CITY ATTORNEY
JMA 09/18/23

ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR ADVANCED ENVIRONMENTAL CONSULTANTS, INC (AEC) TO CONDUCT LEAD INSPECTIONS ON BEHALF OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT (OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT) THAT ADHERE TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S PROGRAM REGULATIONS.

WHEREAS, the City of Jackson's Department of Planning and Development (Department) will be implementing several neighborhood service programs aimed to build the quality of life for residents in the City of Jackson; and

WHEREAS, on July 10, 2023, the Department published a Quotation Request Form for a lead inspector to complete a comprehensive lead inspection risk assessment (LIRA) that meets the U.S Department of Housing and Urban Development (HUD) standards based on a lead-based paint test utilizing XRF testing device, complete the lead clearance assessments, and test approved units; and

WHEREAS, on August 8, 2023, the Department received one (1) completed quotation request form; and

WHEREAS, the City intends to approve a purchase order for Advanced Environmental Consultants, Inc. (AEC) to complete LIRA and clearance assessments for HUD funded projects throughout the Department of Planning and Development; and

WHEREAS, Advanced Environmental Consultants, Inc. will complete lead inspections for two thousand five hundred dollars (\$2,500) per unit and lead clearance assessments for seven hundred fifty dollars (\$750) per unit; and

WHEREAS, Advanced Environmental Consultants, Inc. has a principal office address of 775 N. President Street, Jackson, Mississippi 39202; and

WHEREAS, the Department of Planning and Development through the Office of Housing and Community Development (OHCD) will use funds from HUD to pay AEC for lead inspections and lead clearance assessments.

IT IS, THEREFORE, ORDERED, that the Mayor is authorized to approve a purchase order for Advanced Environmental Consultants Inc. to provide environmental reviews for HUD funded projects throughout the Department of Planning and Development.

IT IS FURTHER ORDERED, that the amount expended to Advanced Environmental Consultants, Inc. shall not exceed two thousand five hundred dollars (\$2,500) per unit for a lead inspection and shall not exceed seven hundred fifty dollars (\$750) per unit for a lead clearance assessment; and

IT IS FURTHER ORDERED, that the amount expended to Advanced Environmental Consultants, Inc. will be paid for from HUD funds budgeted to the Department of Planning and Development.

Item Number: 25
Agenda Date: September 12, 2023
By: Dotson and Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 14, 2023

	POINTS	COMMENTS																									
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR THE DEPARTMENT OF PLANNING AND DEVELOPMENT (OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT) IN ORDER TO ADHERE TO THE U.S. DEPARTMENT OF URBAN DEVELOPMENT PROGRAM REGULATIONS TO ADVANCED ENVIRONMENTAL CONSULTANTS, INC (AEC).																									
2.	Purpose	To remediate hazardous lead-base paint from the interior and/or exterior of dwellings within the City of Jackson.																									
3.	Who will be affected	City of Jackson																									
4.	Benefits	Qualified residence of Jackson, Mississippi will receive a comprehensive lead inspection and healthy homes interventions services that will provide a healthier living environment.																									
5.	Schedule (beginning date)	September 2023																									
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	yes																									
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning Office of Housing & Community Development.																									
8.	COST	\$2500 per unit and \$750 per unit																									
9.	Source of Funding General fund <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Various HUD accounts Other professional services (6419)																									
10.	E. B.O. Participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE _____ %</td> <td style="width: 15%;">WAIVER _____</td> <td style="width: 10%;">yes _____</td> <td style="width: 10%;">no _____</td> <td style="width: 50%;">N/A _____</td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER _____</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> </table>	ABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____	WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____	NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____
ABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
AABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
WBE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
HBE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							
NABE _____ %	WAIVER _____	yes _____	no _____	N/A _____																							

MEMORANDUM

TO: Deputy City Attorney

FROM: Jarkisha Spann, Senior Planner, Office of Housing and Community Development

Cc: Chloe Dotson, Director; Reginald Jefferson, Deputy Director

DATE: August 14, 2023

SUBJECT: Mayor's Signature Request for the Lead Contractor Contract

The City of Jackson's Office of Housing and Community Development would like to execute a professional service purchase order for an environmental specialist. Advanced Environmental Consultants, Inc. will implement a comprehensive LIRA that meets HUD standards based on a lead-based paint test utilizing XRF testing device and complete the Lead clearance assessments and test once approved units for the Department of Planning and Development (Office of Housing and Community Development). In this request you will find the agenda order authorizing the Mayor to execute any and all documents pertaining to this professional service.

Please let me know if you have questions.

Thank You


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
8/23/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR ADVANCED ENVIRONMENTAL CONSULTANTS, INC (AEC) TO CONDUCT LEAD INSPECTIONS ON BEHALF OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT (OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT) THAT ADHERE TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S PROGRAM REGULATIONS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



8/23/23
Date



Advanced Environmental Consultants, Inc.
Project Managers and Scientists

P. O. Box 16847
Jackson, MS 39236-6847

775 North President Street
Jackson, MS 39202

Phone: (601) 362-1788 Fax: (601) 362-3967 Email: aecinc@advancedenviroconsultants.com
<http://www.advancedenviroconsultants.com>

August 11, 2023

Ms. Jarkisha Spann, Senior Planner
City of Jackson, Office of Housing and Community Development
Richard J. Porter Building
218 S. President St.
Jackson, MS 39201

Re: LEAD-BASED PAINT INSPECTION AND LEAD RISK ASSESSMENT (LIRA) AND LEAD
BASED PAINT CLEARANCE
City of Jackson
Healthy Homes Production Program
AEC Proposal Number 027.23

Dear Ms. Spann,

Advanced Environmental Consultants, Inc. (AEC) would like to thank the City of Jackson, Office of Housing and Community Development for the opportunity to provide a Lead Based Paint Inspection and Lead Risk Assessment (LIRA) for the City of Jackson's Healthy Homes Production Program.

The buildings will be assessed as per the Housing Urban Development (HUD) guidelines and the Mississippi Department of Environmental Quality (MDEQ).

Scope of Work

This LIRA report will be combined as a Lead Based Paint Inspection and Lead Risk Assessment for single-family residential properties in the City of Jackson. The LIRA report will include visual findings, site layout of homes, validation of technical data generated by use of a portable XRF paint analyzer, laboratory data from approved NLLAP laboratory regarding dust wipes, and soil samples. AEC'S findings will be based on the assessment of the data generated.

A Lead Based Paint Clearance will be conducted on completion of a lead-based paint renovation of the home.

Report/Professional Option

An electronic copy of the written LIRA report will be delivered to City of Jackson, Office of Housing and Community Development within 7-10 business days of the completion of all field activities. The sampling will include the preparation of reports, which will contain information obtained during the assessment.

An electronic copy of the written Lead Based Paint Clearance will be delivered to City of Jackson, Office of Housing and Community Development within 24-48 business days of the completion of lead-based paint clearance. The clearance will consist of a visual, and sampling of all areas where lead abatement work was conducted. The findings will determine if the contractor has passed clearance following the HUD guidelines. It will be the responsibility of the contractor to reclean areas

until clearance is achieved. Contractor will be responsible for payment to AEC until such clearance is achieved.

Professional Fees

It is proposed that the fee for the performance of the outlined LIRA's shall be determined at a cost of \$2,500.00 per home. A lead-based paint clearance will be conducted at a cost of \$750 per home.

Payment for all services rendered will be due on completion of work and receipt of invoice.

Issuance of a purchase order will retain our services to conduct the LIRA.

AEC appreciates the opportunity to propose on this project. After your review of this proposal, please feel free to contact us if you have any questions or concerns as it relates to this proposal, or if you need an expanded scope of services on this or another project. We look forward to working with you on this project.

Respectfully submitted,
ADVANCED ENVIRONMENTAL CONSULTANTS, INC.

DeJonnette G. King

DeJonnette Grantham-King, Ph.D.
Senior Principal

Kristian S. King

Kristian S. King
Principal

ksk

26

ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH CHAN BURNS ENGINEERING & SURVEYING FOR MULTIPLE ELEVATION CERTIFICATES AND RELATES SERVICES

APPROVED BY THE CITY AT 9/25/23

WHEREAS, the City of Jackson must obtain fifteen (15) elevation certificates for properties located in special flood hazard areas; and

WHEREAS, Chan Burns Engineering & Surveying proposes to conduct the required surveys and provide elevation certificates in a timely manner; and

WHEREAS, Chan Burns Engineering & Surveying will provide elevation certificates at \$175.00 each; and

WHEREAS, the Planning Department desires to accept the quote from Chan Burns Engineering & Surveying.

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute an agreement and related documents with Chan Burns Engineering & Surveying to provide surveying services and elevation certificates for fifteen (15) properties in the amount of \$2,625.00.

ITEM NO. 26

DATE: September 12, 2023

BY: (DOTSON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/03/23
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH CHAN BURNS ENGINEERING & SURVEYING FOR MULTIPLE ELEVATION CERTIFICATES AND RELATES SERVICES																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6, 7																																													
3. Who will be affected	The City of Jackson																																													
4. Benefits	The City will remain compliant with flood plain requirements.																																													
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	\$2,625.00																																													
9. Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (404.10.6419)																																													
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	_____																																						
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: 08/08/2023

Re: Agenda Item

The attached agenda item is for surveying services and elevation certificates for 15 properties located in special flood hazard areas of the City of Jackson. These certificates are needed to ensure that the City is in compliance with flood plain requirements.

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

REC-8/11/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN AGREEMENT WITH CHAN BURNS ENGINEERING & SURVEYING FOR MULTIPLE ELEVATION CERTIFICATES AND RELATED SERVICES** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



9/6/23
Date

DATE: August 18, 2023
TO: LaTonya Miller, Deputy Director of Code Services
Planning & Development
FROM: Chan Burns, P. E., R. L. S.
RE: Quote for Elevation Certificates

<u>LOCATION</u>	<u>PRICE</u>
2 Sheffield Court	\$175.00
40 Meadowbrook Lake Drive	\$175.00
761 Toole Avenue	\$175.00
2222 Eastover Drive	\$175.00
120 Fairfield Drive	\$175.00
1700 Sheffield Drive	\$175.00
5084 Riverwood Circle	\$175.00
275 Stokes Robertson Road	\$175.00
3620 Elaine Boulevard	\$175.00
1614 Riverwood Drive	\$175.00
530 West Ash Street	\$175.00
123 Hanford Place	\$175.00
4412 Woodland Avenue	\$175.00
3140 West Northside Drive (Family Dollar)	\$175.00
167 Wildwood Circle	\$175.00

Please note that no entry inside any of the addresses is required. However, I will need access to all sides of each location as FEMA requires pictures of the outside of each structure as part of the elevation certificate.

Work shall commence within 48 hours (depending on the weather) of the notice to proceed with the finished documentation provided (via e-mail) within another 48 hours.

Yours truly,



Chan Burns, P. E., R.L.S., Owner

Chan Burns Engineering & Surveying

4098 Attala Road 2247, Kosciusko, MS 39090 601.832.5629 chanburn@hotmail.com

27

ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AGREEMENT WITH METRO COMMUNICATIONS & UTILITY FOR THE INSTALLATION OF FIBER AND RELATED MATERIALS AND RELATED SERVICES FOR 915 ELLIS AVENUE

OFFICE OF THE CITY CLERK
9/12/23
Eve/He/ST/MT/KV

WHEREAS, the City of Jackson must move all operations out of the MetroCenter Mall;
and

WHEREAS, said operations are to be relocated to 915 Ellis Avenue; and

WHEREAS, 915 Ellis Avenue must be prepared for use and business operations; and

WHEREAS, Metro Communications & Utility Co. submitted a quote to provide fiber and related materials and services to make 915 Ellis Avenue operational; and

WHEREAS, the Planning Department desires to accept the quote from Metro Communications & Utility

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute an agreement and related documents with Metro Communications & Utility in the amount not to exceed \$20,943.00, to provide fiber and related materials and services for 915 Ellis Avenue.

ITEM NO. 27

DATE: September 12, 2023

BY: (DOTSON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/16/23
DATE

	P O I N T S	C O M M E N T S																														
1.	Brief Description/Purpose	ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AGREEMENT WITH METRO COMMUNICATIONS & UTILITY FOR THE INSTALLATION OF FIBER AND RELATED MATERIALS AND RELATED SERVICES FOR AT 915 ELLIS AVENUE																														
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 	1,2,4,6,7																														
3.	Who will be affected	All City of Jackson residents and employees who work in stated department/division(s)																														
4.	Benefits	Moving Police Precinct 2 into this location will ensure 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	\$20,943.00																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.44240.6848																														
10.	EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes ___</td> <td style="width: 10%;">no ___</td> <td style="width: 15%;">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: 08/16/2023

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 \$20,943.00 for fiber and related professional services from Metro Communications & Utility Co. to equip and make ready 915 Ellis Avenue. 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
JUL 16 2023
12:43

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AGREEMENT WITH METRO COMMUNICATIONS & UTILITY FOR THE INSTALLATION OF FIBER AND RELATED MATERIALS AND RELATED SERVICES FOR 915 ELLIS AVENUE** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



9/6/23

Date

**FROM: METRO Communications & Utility
Contractors**

QUOTE # 23.0605

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 Precinct #2 Westland Plaza**

TECHNICIAN	P. O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	DATE
ADT		Kelth Lewis			6/5/23

Quantity	Description	Unit Price	Total
1500'	Fiber Optic Installation (Underground/Aerial)	\$1.75 ft	\$2,625.00
2	Building Entry	\$150.00	\$300.00
	Install Messenger	\$.70 ft	\$
1500'	Installing Conduit along Building and Ceiling	\$.60ft	\$900.00
	Materials: Includes bolts, nuts, washers, pole attachments, conduit, messenger cable, equipment and lashing of fiber	\$1,710.00	\$1,710.00
	Project Permit Cost	\$250.00	\$
	Make ready per utility pole	\$80.00 unit	\$
	12ct Fiber Optic Cable	\$8,000.00	\$
	Install Snow Shoes on Utility Line	\$125.00	
	Service Call Plus Clean Up (trouble per hour)	\$250.00	
	Traffic Control for heavy traffic area	\$50.00	\$
	Bore 2" Underground Conduit for Fiber route	\$	
4	Terminate Fiber Cable at box and building	\$3,852.00	\$15,408.00
	Subtotal		\$20,943.00
	Shipping & Handling		
	Miscellaneous		
	Total		\$20,943.00

This quote is good for 90 days.

QUOTE #2023.0606

Productive Electrical Solutions, LLC

Time Is Money, We Save You Both!

DATE: JUNE 6, 2023

452 Huntington Drive
Byram, MS 39272
Phone: (601) 941-2832
stanleyarmon@yahoo.com

TO City of Jackson Telecommunications
2320 Riverside Dr.
Jackson, MS 39202
Attn: Keith

Project Title: COJ Fiber Optic Installation to Precinct #2 (Westland Plaza)

TECHNICIAN	P.O NUMBER	REQUISITIONER	DUE DATE
Stanley		Keith Lewis	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1500ft	Installation of Fiber Optic Cable	\$1.90ft	\$2,850.00
	Installation of Messenger Cable Support	\$.85ft	
1500ft	Installation of Conduit for cable protection	\$.75ft	\$1,125.00
	Installations of Attachment Brackets to Utility Poles	\$125.00	
	COJ Permit Cost	\$325.00	
	Traffic Control for Populated Area	\$50.00	
4	Terminating Fiber Cable	\$4,000.00	\$16,000.00
2	Building Entry	\$200.00	\$400.00
	Install Snow Shoes on Utility Line	\$100.00	
	Materials needed to complete project: Bolts, Nuts, Washers, Pole Attachments, Conduit, Messenger Cable, Lashing Cable, Heavy Duty Equipment Rental	\$1,900.00	\$1,900.00
	12ct Single Mode Fiber Optic Cable		
		SUBTOTAL	\$22,275.00
		SALES TAX	
		TOTAL	\$22,275.00

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

28

ORDER DECLARING PARCEL NUMBER 817-270 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO JANET S. MADDEN TO CLEAR AND CLEAN TO ENHANCE NEIGHBORHOOD APPEARANCE

OFFICE OF THE CITY ATTORNEY
JLL
8/24/23

WHEREAS, On November 20, 2022 Janet S. Madden submitted an application to the City of Jackson's Surplus Property Division requesting acquisition of parcel 817-270; and

WHEREAS, on January 23, 2023, the City of Jackson's Surplus Property Committee voted to declare the above-referenced parcel surplus property and to dispose of via the bid method, pursuant to Section 21-17-1(2)(a) of the Mississippi Code, as amended; and

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

WHEREAS, a request for bids was published in The Mississippi Link April 6, 2023, April 13, 2023 and April 20, 2023; and

WHEREAS, the sole bid of \$1,055.00 was submitted by Janet S. Madden; and

WHEREAS, the Surplus Property Committee recommends that the City Council declare the property surplus and authorize its disposal to Janet S. Madden, pursuant to Section 21-17-1(2)(a) of the Mississippi Code, as amended.

IT IS, THEREFORE, ORDERED that the property bearing the legal description:

200 FT W/S ZEPHER RD X 200 FT BK BEG 964.25 FT N OF HWY IN N ½ SEC 34 T6 R1W

is no longer necessary or needed for municipal or related purposes and is not to be used in the operation of the municipality, that the sale of such property in another manner is not necessary or desirable for the financial welfare of the municipality, and using the property to clear and clean to enhance neighborhood appearance will promote and foster the development and improvement of the community and the civic, social, educational, cultural, moral, economic or industrial welfare, and the property is, hereby, declared to be surplus property.

IT IS FURTHER ORDERED that the Mayor shall be authorized to execute the sale contract, deed of conveyance, and other documents necessary to sell Parcel Number 817-270 to Janet S. Madden for the amount of one thousand fifty five dollars and zero cents (\$1,055.00).

IT IS FURTHER ORDERED that consistent with the provisions of Mississippi Code Section 21-17-1(2)(a), the instrument conveying the property to Janet S. Madden shall reserve all mineral rights, together with the right of ingress and egress for the removal of same.

Item# 28
Date: September 12, 2023
By: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 06/15/2023

P O I N T S		C O M M E N T S	
1.	Brief Description	ORDER DECLARING PARCEL NUMBER 817-270 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO JANET S. MADDEN TO CLEAR AND CLEAN TO ENHANCE NEIGHBORHOOD APPEARANCE	
2.	Purpose	Dispose surplus property by the bid method for economic development	
3.	Who will be affected	Neighborhood residents	
4.	Benefits	Property will be put back on the Tax Rolls and the City will not have the expense of maintaining the property	
5.	Schedule (beginning date)	N/A	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 4 No N/A	
7.	Action implemented by: ▪ City Department ▪ Consultant	Department of Planning & Development	
8.	COST	N/A	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A	
10.	EBO participation 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 15, 2023
Subject: Agenda Item – Disposition of Surplus property via the bid method (parcel 817-270)

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

The attached order authorizes the declaration of parcel 817- 270 as surplus property and the subsequent disposal, via the bid method, to Janet S. Madden.

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
8/10/23

OFFICE OF THE CITY ATTORNEY

-This **ORDER DECLARING PARCEL NUMBER 817-270 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO JANET S. MADDEN TO CLEAR AND CLEAN TO ENHANCE NEIGHBORHOOD APPEARANCE** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



9/6/23

Date



CITY OF JACKSON SURPLUS PROPERTY MEETING MINUTES – March 16, 2023

Acting Chairman: Vic Sexton (Planning Dept.)

I. The meeting was called to order at 2:42 p.m. at the City of Jackson Hood Building's Andrew Jackson Conference Room.

II. The following committee members were present: Kristie Metcalfe (Legal), Chloe Dotson (Planning Department Director), Robert Lee (Public Works), Jennifer West (Planning), Ester Ainsworth (Planning Dept., Zoning), and Tyson Phillips (Planning)

III. The following committee member was absent: Stan Arnold (Public Works)

IV. Approval of meeting minutes from the February 16, 2023 meetings. – Robert Lee made a motion that the minutes be approved as presented, Chloe Dotson seconded the motion, which was approved by the committee unanimously.

V. OLD BUSINESS

Case 2022-17 PARCEL 307-1, The U.S. Army wants to create a new lease after the expiration of a 50 year lease on June 30, 2022 on this parcel located at 4350 Officer Thomas Catchings Drive, where a training or reserve Center is located. – The decision was made to counter the Army's request of a 5 year lease to renewal of the same term, 50 years, of the expired lease.

Case 2023-1 PARCEL 817-270, Janet Madden, a resident in the community, wants to acquire the undeveloped overgrown lot across the street from her home to clear and clean and thus, enhance neighborhood appearance. – A motion was made by Robert Lee that was seconded by Chloe Dotson that the parcel be declared surplus and disposed of using the bid method, with a minimum acceptable bid of \$500.00. The motion was approved by a 4 to 2 voting ledger. The motion was Later rescinded by Chloe Dotson, who offered a new motion with the minimum acceptable bid of \$250.00 The new motion by Chloe Dotson and seconded by Robert Lee was approved unanimously.

Vic Sexton

From: Vic Sexton
Sent: Wednesday, March 22, 2023 2:50 PM
To: Ison Harris,Jr.; Catoria P. Martin; Muriel Reid; James Davis; Willie Owens; Toya Martin; Adriane Dorsey-Kidd
Cc: Louis Wright; Fidelis Malembeka; Tiffany Murray; Safiya Omari
Subject: Surplus Property

March 22, 2023

To: City of Jackson Departments

From: Vic Sexton – Planning & Development Department




(601) 960-1055, vsexton@jacksonms.gov

The Surplus Property committee met on March 16, 2023 and voted the following:

- **To declare parcel 817-270 (Zephyr Rd) surplus and dispose of it through the bid process.**
- **To declare Farish Street Historic District parcels 79-6, 79-7, 79-9, 79-10, 79-11, 79-12, 79-21, 79-26, 79-26-1, 80-8-1, 80-8-3, 80-8-4, 80-7-2, 80-9, 75-50, 80-16, 80-17, 80-18, 80-19, 80-20, 80-23, 80-24, & 80-26 surplus and dispose of them by the appraisal method.**

In accordance with the City of Jackson's Surplus Property executive order, each department has an opportunity to request that the city maintain ownership or availability, in the case of the lease. If there is a municipal need, please respond accordingly within ten (10) business days.

Landroll Detail

Parcel Number		Map Reference Number	
817-270		632.00 1 37.00	
		 View Map  Property Taxes  Gis Map	
Subdivision No.		Homestead Exemption Account Numbers	
STR			
Assessed Owner		Assessed Values	
CITY OF JACKSON		Land Value	0
		Improvement Value	0
		Total	0
		Appraised Values	
Location		Land Value	0
0 ZEPHYR RD		Improvement Value	0
Legal Description		Total	0
200 FT W/S ZEPHER RD X 200 FT BK BEG 964.25 FT N OF HWY IN N 1/2 SEC 34 T6 R1W		Building Info.	
		Type	
		Base Area	0
		Adjusted Area	0
		Year Built	0000
		Deed Info.	
		Book & Page	1666-0390
		Date	10/31/1966
Acreage Info.			
Cultivated Acres	0.00		
Uncultivated Acres	0.00		

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



01/06/2023

SURP-23-1

Surplus Property

Status: Active

Date Created: Jan 6, 2023

Applicant

Vic Sexton
vsexton@city.jackson.ms.us
200 S. President Street
Jackson, MS 39202
6019601055

Primary Location

0 ZEPHYR RD
Jackson, MS 00000

Owner:

CITY OF JACKSON
Zephyr Rd Jackson, MS 39209

Applicant Information

Applicant Full Name

Janet S. Madden

Contact Name (if different from Applicant)

Janet S. Madden

Email Address

jdm9661@aol.com

Contact Number

(601) 573-4065

Mailing Address (City State and zip)

1255 Zephyr Road Jackson, MS 39209

Proposed Property to Purchase

Parcel Number

817-270

Physical Address

Zephyr Rd Jackson, MS

What type of property is this?

Vacant lot

What is your proposed use for this property

other

If other - explain

lot is scross street from primary residence. I will clear and maintain the lot

Current zoning

C80-RE

How do you plan to use this property?

other

If other - explain

Clean neighborhood lot to enhance appearance

What type of ownership will this be?

Individual

Proposed Project state date

05/01/2023

Proposed Project completion date

09/01/2023

Certain applications may require development plans that include financial data, site plans, conceptual drawings and/or sketches relative to the proposed construction/improvements

Project Narrative

Please explain your overall plan for this property

This property is currently overgrown with thick underbush & downed trees. It is an eyesore to our neighborhood. There is a large drainage ditch running through the middle of it, making it unsuitable to build on. My plan is to clear and clean up the property and to maintain it, thereby improving the appearance of our neighborhood.

Additional Documentation (not required)

Uploaded by ... on

Digital Signature of Applicant

Janet S. Madden
01/06/2023

Internal

Decision

--

Reasoning for decision

--

Does the proposed property comply with zoning?

--

Attachments

No attachments

History

Date

Activity

Jan 6, 2023 at 4:07 pm

Vic Sexton started a draft of Record SURP-23-1

Jan 6, 2023 at 4:12 pm

Vic Sexton altered Record SURP-23-1, changed ownerCity from "" to "Jackson"

Jan 6, 2023 at 4:12 pm

Vic Sexton altered Record SURP-23-1, changed ownerPostalCode from "" to "39209"

Jan 6, 2023 at 4:12 pm

Vic Sexton altered Record SURP-23-1, changed ownerState from "" to "MS"

Jan 6, 2023 at 4:12 pm

Vic Sexton altered Record SURP-23-1, changed ownerStreetName from "." to "Zephyr Rd"

Jan 6, 2023 at 4:30 pm

Vic Sexton submitted Record SURP-23-1







Date

Jan 6, 2023 at 4:30 pm
 Jan 6, 2023 at 4:33 pm
 Jan 6, 2023 at 4:33 pm

Activity

approval step Application Review was assigned to Vic Sexton on Record SURP-23-1
 Vic Sexton approved approval step Application Review on Record SURP-23-1
 approval step Deputy Review was assigned to Yika Hoover on Record SURP-23-1

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 Application Review	Complete	Jan 6, 2023 at 4:30 pm	Jan 6, 2023 at 4:33 pm	Vic Sexton	-
 Deputy Review	Active	Jan 6, 2023 at 4:33 pm	-	Yika Hoover	-
 Director Approval	Inactive	-	-	-	-
 Application Under Review	Inactive	-	-	-	-
 Committee Review	Inactive	-	-	-	-
 Deputy Approval	Inactive	-	-	-	-

CITY OF JACKSON
Application for Surplus/Landbank Property

Applicant Information:

Please print legibly.

Applicant's Name: Janet S. Madden
Contact Name
(if different from applicant): _____
Email Address: jdm9661@aol.com
Home or Work Number: 601-922-3395 Cell Number: 601-573-4065
Mailing Address: 1255 Zepher Road
City Jackson State MS Zip 39209

Proposed Property to Purchase:

Note: You must complete a separate application for each parcel.

Parcel Number: 817-270
Physical Address: Zepher Road, Jackson, MS
Nearest Intersection: Highway 80 West & Zepher Road

1. What type of property is this? Check ONE of the options below.

Vacant lot () Structure () Undeveloped land or water () Other (explain) _____

2. What is your proposed use for this property? Check ONE of the options below.

Yard extension () Parking () Home addition () New home construction
() *Commercial construction () Rehab of existing structure () *Housing development () Other (explain) _____

3. How is this property zoned? C80-RE (for zoning information call 601/960-2037)

3a. Does this project comply with current zoning? Yes () No

4. How do you plan to use this property?

Home () Business () Rental () Other (explain) _____

5. What type of ownership will this be?

Individual () Corporation () **Not-for-profit () Other (explain) _____

6. Proposed project

START date: upon acquisition COMPLETION date: within 4 months of acquisition

*May require development plans that include financial data, site plans, conceptual drawings and/or sketches relative to the proposed construction/improvement(s).

** Provide legal documentation of not-for-profit status.

7. Briefly explain your overall plan for this property.

This property is currently overgrown with thick underbrush & downed trees. It is an eye sore to our neighborhood. There is a large drainage ditch running through the middle of it, making it unsuitable to build on. My plan is to clear & clean up the property and to maintain it, thus by improving the appearance of our neighborhood.

Applicant's Signature: Janet S. Madden

Date: 11/20/22

Printed Name: Janet S. Madden

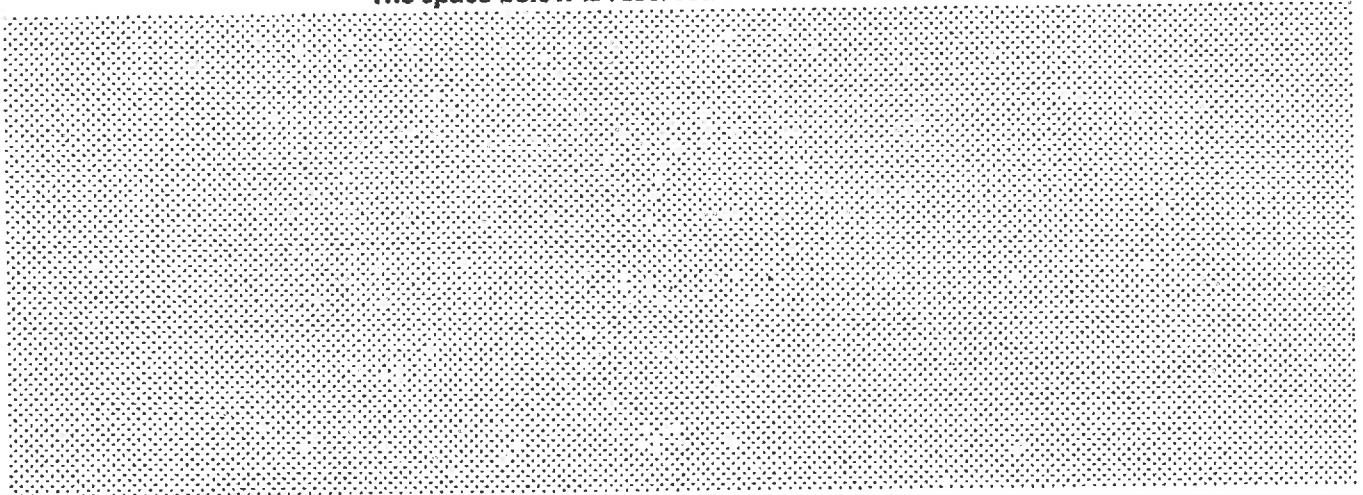
Incomplete applications will NOT be considered.

Return completed application to:

City of Jackson
Department of Planning and Development
Real Estate Division
P.O. Box 17
Jackson, MS 39205

or hand deliver to: 200 South President Street, Ste. 204.
Applications may also be faxed or emailed.

The space below is reserved for OFFICE USE ONLY.



City of Jackson
Department of Planning and Development
Real Estate Division
601/960-2266 Office
601/960-2192 Fax

City of Jackson
Jackson, Mississippi

Bid Submission Form

BID INSTRUCTIONS:

Once completed, this form should be placed inside a sealed envelope.

On the outside of the envelope write the bidder's name and the property address.

The sealed envelope must then be mailed or hand delivered to the Office of the City Clerk of the City of Jackson, 219 S. President Street, Jackson, MS 39201 before 3:30 p.m. on the day of the bid opening.

If the instructions listed above are not followed, your bid will not be considered.

*Bid Amount	\$ 1055.00
*Parcel #	817-270

PLEASE PRINT

*Bidder's Name (s): Janet L. Madden
*Mailing Address: 1255 Zepher Road Jackson, MS. 39209
Email Address: jdm9661@aol.com
*Phone Number: 601-573-4065

Signature: Janet S. Madden

*Required Information. Incomplete forms will not be considered.

NOTICE OF INVITATION TO BID ON CITY-OWNED PROPERTY

CITY OF JACKSON

Notice is hereby given that sealed bids will be received by the City Clerk of the City of Jackson, Mississippi before 3:30 p.m. on Tuesday, April 25th, 2023, for the purchase of certain City-owned property: parcel 817-270 located in the 1200 block of Zephyr Road in Jackson, Mississippi. Bidding for the property will start at \$250.00. The City will retain all mineral rights it owns, together with the right of ingress and egress to remove same from said property. For additional information or for a "bid form", contact Vic Sexton at (601) 960 1055 or e-mail vsexton@city.jackson.ms.us.

BID INSTRUCTIONS: All bids must be placed in a sealed envelope and delivered to the City Clerk of the City of Jackson (located in City Hall at 219 S. President St. Jackson, Mississippi 39201). The outside of the envelope must be plainly marked to identify the parcel numbers being bid on along with the bidder's name. Enclose one (1) original and one (1) copy of the bid. Bids will be opened on Tuesday, April 25th, 2023 at 3:30 p.m. in the Council Chambers at City Hall, 219 South President Street, Jackson, Mississippi.

Preferential preference will be granted to all equivalent high bidders that submitted an application to the Surplus Property Committee. If multiple equivalent high bidders submitted applications, a re-bid process utilizing the Best and Final Offer (BAFO) between those bidders will be granted to determine a winner. If multiple equivalent high bidders persist after BAFO, the re-bid process will be repeated, if necessary, until a sole high bidder is certified.

If multiple equivalent high bidders did not submit applications to the Surplus Property Committee, a re-bid process utilizing the Best and Final Offer (BAFO) between those bidders will be granted to determine a winner. If multiple equivalent high bidders persist after BAFO, the re-bid process will be repeated, if necessary, until a sole high bidder is certified.

If multiple equivalent high bidders consist of, one equivalent high bidder that submitted an application to the Surplus Property Committee and the other equivalent high bidder(s) that did not submit an application to the Surplus Property Committee, preferential preference will be granted to the bidder that submitted an application to the Surplus Property Committee.

City reserves the right to reject any and all bids

CITY OF JACKSON, MISSISSIPPI

The Mississippi Link

Publish on: Thursday, April 6th, April 13th and April 20th

Send proof of publication to:

Attention: Vic Sexton
Planning and Development (Real Estate Division)
P.O. Box 17
Jackson, MS 39205

29

ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AGREEMENT WITH ARMSTRONG TRANSFER & STORAGE CO., DBA: ARMSTRONG RELOCATION AND RELATED SERVICES TO RELOCATE JACKSON POLICE DEPARTMENT PRECINCT 2 FROM 3645 HIGHWAY 80 TO 915 ELLIS AVENUE

CITY OF JACKSON
8/24/23

and **WHEREAS**, the City of Jackson must move all operations out of the MetroCenter Mall;

WHEREAS, said operations are to be relocated to 915 Ellis Avenue; and

WHEREAS, 915 Ellis Avenue must be prepared for use and business operations; and

WHEREAS, Armstrong Transfer & Storage Co. DBA: Armstrong Relocation submitted a quote to provide relocation services materials and services to make 915 Ellis Avenue operational; and

WHEREAS, the Planning Department desires to accept the quote from Armstrong Transfer & Storage Co.

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute an agreement and related documents with Armstrong Transfer & Storage Co. DBA: Armstrong Relocation in the amount not to exceed \$6,442.25 to provide relocation services materials and services for 915 Ellis Avenue.

ITEM NO. 29

DATE: August 16, 2023

BY: (DOTSON, LUMUMBA)

Wmmy

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

8/16/23
DATE

	POINTS	COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AGREEMENT WITH ARMSTRONG TRANSFER & STORAGE CO., DBA: ARMSTRONG RELOCATION AND RELATED SERVICES TO RELOCATE JACKSON POLICE DEPARTMENT PRECINCT 2 FROM 3645 HIGHWAY 80 TO 915 ELLIS AVENUE																																													
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 	1,2,4,6,7																																													
3.	Who will be affected	All City of Jackson residents and employees who work in stated department/division(s)																																													
4.	Benefits	Moving Police Precinct 2 into this location will ensure 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	\$6,442.25																																													
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001.442.40.6419																																													
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	___
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: 08/16/2023

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 \$6,442.25 for relocation and related professional services from Armstrong Transfer & Storage Co. DBA: Armstrong Relocation to equip and make ready 915 Ellis Avenue. 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

44
9/24/23

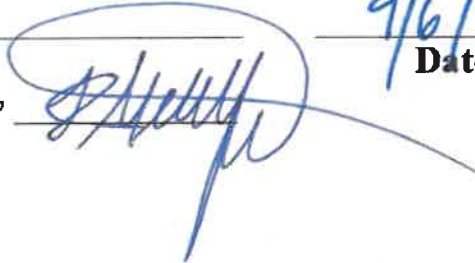
OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AGREEMENT WITH ARMSTRONG TRANSFER & STORAGE CO., DBA: ARMSTRONG RELOCATION AND RELATED SERVICES TO RELOCATE JACKSON POLICE DEPARTMENT PRECINCT 2 FROM 3645 HIGHWAY 80 TO 915 ELLIS AVENUE is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



9/6/23
Date

Bill To Address

Chloe' Dotson
The City of Jackson, MS
200 South President Street
Jackson MS 39201
United States

TOTAL

\$6,442.25

Expires: 8/24/2023

Origin Information

Jackson Police Department
3645 US-80 Jackson
MS,
39209
(601) 960-1172 Chloe'

Destination Information

Cheif Harris JPS
Westland Plaza Ellis Ave
Jackson, MS
39202 United States
(601) 502-6233

Origin Special Instructions

Destination Special Instructions

Item

Amount

Commercial Labor & Vehicles

\$6,442.25

Estimate from PO#:

Signature: 

Date: 8.16.23

Subtotal

\$6,442.25

Discount

Total

\$6,442.25



30

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR HORNE FOR RESEARCHING AND CONTACTING BUSINESS ENTERPRISES FOR BUSINESS LICENSE RENEWALS

FILED
8/24/23

WHEREAS, the City of Jackson Planning and Development/Office of Economic Development ensures that business enterprises have obtained and renewed the annual Privilege requirement; and

WHEREAS, on November 1, 2022, the Planning and Development Department/Office of Economic Development migrated from an antiquated paper application and approval process to an online digital application and approval process; and

WHEREAS, the City of Jackson Planning and Development/Office of Economic Development received one (1) quote for professional services to research and contact business enterprises without existing contact information present in the antiquated system for the purposes of renewing the annual Privilege requirement in the online system; and

WHEREAS, it is the City of Jackson's intention to award a professional services purchase order to Horne for researching and contacting business enterprises for licensing renewals; and

WHEREAS, the total amount of the purchase order is seven thousand five hundred dollars (\$7,500) and will be covered by the FY2022 budget; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a professional services purchase order with Horne to research and contact business enterprises for licensing renewals; and

IT IS FURTHER ORDERED that the total amount expended to Horne during the term of this professional services purchase order shall not exceed seven thousand five hundred dollars (\$7,500).

ITEM # 30
AGENDA DATE: September 12, 2023
DOTSON, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET_ 08/16/2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR HORNE FOR RESEARCHING AND CONTACTING BUSINESS ENTERPRISES FOR BUSINESS LICENSE RENEWALS
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	Economic Development
3.	Who will be affected	Current business enterprises in the City of Jackson
4.	Benefits	Remittance of Privilege fees required by State statute
5.	Schedule (beginning date)	June 1, 2023 – October 31, 2023
6.	Location:	HOOD building
7.	Action implemented by: City Department	Department of Planning & Development Office of Economic Development
8.	COST	Not to exceed \$7,500
9.	Source of Funding General Fund X Grant Bond Other	General Fund
10.	EBO participation	ABE % WAIVER yes no N/A <u>X</u> AABE % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

FROM: Chloe Dotson, Director
Department of Planning & Development

DATE: August 16, 2023

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR HORNE FOR RESEARCHING AND CONTACTING BUSINESS ENTERPRISES FOR BUSINESS LICENSE RENEWALS

The City of Jackson's Office of Economic Development would like to execute a professional service purchase order for researching and contacting business enterprises for licensing renewals.

Cc: Yika Hoover, Deputy Director, Office of Economic Development

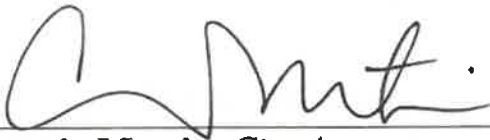
Office of the City Attorney

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

Handwritten notes:
1/27/12
8/10/12

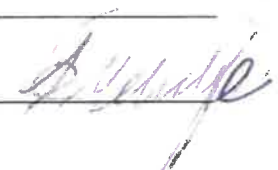
OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR HORNE FOR RESEARCHING AND CONTACTING BUSINESS ENTERPRISES FOR BUSINESS LICENSE RENEWALS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



Date



661 Sunnybrook Road
Suite 100
Ridgeland, MS 39157
601.326.1000
601.326.1398 F
HORNELLP.COM

June 13, 2023

City of Jackson
Department of Planning and Development
200 S. President St
Jackson, MS 39201

Re: Quote for Call Center Services

Dear Chloe Dotson:

Thank you for the opportunity to serve you with the HORNE Call Center for outreach to business owners for license renewal. The quote below includes services to contact and attempt to capture email addresses for an estimated 1,000 businesses that are outstanding.

Description of Work	Amount
Call center services and project management to research and contact business owners with the goal of obtaining email addresses.	\$7,500

Thank you for presenting HORNE with the opportunity to serve.

Sincerely,

HORNE LLP

Bruce Walt, Partner

To accept, please sign and return

31

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR HORNE FOR FINAL OUTREACH MAILINGS TO BUSINESS ENTERPRISES FOR BUSINESS LICENSE RENEWALS

OFFICE OF THE CITY CLERK
DL 8/21/23

WHEREAS, the City of Jackson's Department of Planning and Development through the Office of Economic Development (OED) ensures that business enterprises have obtained and renewed the annual Privilege requirement; and

WHEREAS, on November 1, 2022, the OED migrated from an antiquated paper application and approval process to an online digital application and approval process; and

WHEREAS, the OED received one (1) quote for professional services for final outreach mailings to business enterprises without existing contact information present in the antiquated system for the purposes of renewing the annual privilege requirement in the online system; and

WHEREAS, it is the City of Jackson's intention to award a professional services purchase order to Horne, LLP for final outreach mailings to business enterprises for licensing renewals; and

WHEREAS, Horne, LLP has a principal place of business at 661 Sunnybrook Road, STE 100 Ridgeland, MS 39157 according to information appearing on the Mississippi Secretary of State's website; and

WHEREAS, the total amount of the purchase order is seven thousand five hundred dollars (\$7,500) and will be covered by the FY2022-2023 budget; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a professional services purchase order with Horne, LLP for final outreach mailings to business enterprises for licensing renewals in the online system; and

IT IS FURTHER ORDERED that the total amount expended to Horne, LLP during the term of this professional services purchase order shall not exceed seven thousand five hundred dollars (\$7,500).

ITEM # 31
AGENDA DATE: September 12, 2023
DOTSON, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET, 08/16/2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR HORNE FOR FINAL OUTREACH MAILINGS TO BUSINESS ENTERPRISES FOR BUSINESS LICENSE RENEWALS
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	Economic Development
3.	Who will be affected	Current business enterprises in the City of Jackson
4.	Benefits	Remittance of Privilege fees required by State statute
5.	Schedule (beginning date)	June 1, 2023 – October 31, 2023
6.	Location:	HOOD building
7.	Action implemented by: City Department	Department of Planning & Development Office of Economic Development
8.	COST	Not to exceed \$7,500
9.	Source of Funding General Fund X Grant Bond Other	General Fund
10.	EBO participation	ABE % WAIVER yes no N/A <u>X</u> AABE % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

FROM: Chloe Dotson, Director
Department of Planning & Development

DATE: August 16, 2023

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR HORNE FOR FINAL OUTREACH MAILINGS TO BUSINESS ENTERPRISES FOR BUSINESS LICENSE RENEWALS

The City of Jackson's Office of Economic Development would like to execute a professional service purchase order for final outreach mailings to business enterprises for licensing renewals.

Cc: Yika Hoover, 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
8/23/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR HORNE FOR FINAL OUTREACH MAILINGS TO BUSINESS ENTERPRISES FOR BUSINESS LICENSE RENEWALS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



8/23/23
Date



661 Sunnybrook Road
Suite 100
Ridgeland, MS 39157
601.326.1000
601.326.1398 F
HORNELLP.COM

June 13, 2023

City of Jackson
Department of Planning and Development
200 S. President St
Jackson, MS 39201

Re: Quote for Call Center Services

Dear Chloe Dotson:

Thank you for the opportunity to serve you with mailing services for business owners that cannot be reached by telephone. The quote below includes mailing expenses and coordination for all business owners who need a final contact via letter to wrap up the outreach campaign.

Description of Work	Amount
Mailing services and project management to finalize communications with business owners who could not be reached otherwise.	\$7,500

Thank you for presenting HORNE with the opportunity to serve.

Sincerely,

HORNE LLP

A handwritten signature in black ink, appearing to read 'Bruce Walt'.

Bruce Walt, Partner

To accept, please sign and return

32

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER TO OUT SOURCE ENVIRONMENTAL REVIEW CLEARANCE FOR THE INSTALLATION OF FIBER AT 633 STATE STREET THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND GIBCO ENVIRONMENTAL, LLC

Handwritten: 8/24/23

WHEREAS, on July 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, GIBCO Environmental, LLC submitted the lowest price quotes to complete environmental reviews for HUD funded installation of fiber at 633 State street; 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 CENST, Fiber Installation 633 N. State St.	\$1500.00

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute a purchase order with GIBCO Environmental, LLC to provide environmental review for 633 State Street 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 CENST, Fiber Installation 633 N. State St.	\$1500.00

ITEM NO. 32
DATE: September 12, 2023
BY: (DOTSON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

POINTS	COMMENTS																																																												
1. Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER TO OUT SOURCE ENVIRONMENTAL REVIEW CLEARANCE FOR THE INSTALLATION OF FIBER AT 633 STATE STREET THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT BETWEEN THE CITY OF JACKSON AND GIBCO ENVIRONMENTAL, LLC																																																												
2. Purpose	Environmental Review Clearance																																																												
3. Who will be affected	City of Jackson																																																												
4. Benefits																																																													
5. Schedule (beginning date)	Upon approval by Council																																																												
6. Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 																																																													
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8. COST	\$1500																																																												
9. Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 																																																													
10 EBO participation	<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 35%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 15%;">no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> </tr> <tr> <td>___</td> <td>N/A</td> <td></td> <td></td> <td></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: Mayor Chokwe A. Lumumba

FROM: Chloe Dotson, Director
Department of Planning and Development

DATE: August 21, 2023

RE: Agenda Item for August 29, 2023

The attached agenda item is to authorize execution of purchase order(s) to out-source environmental review clearance for the installation of fiber 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.

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
JPM
8/24/23

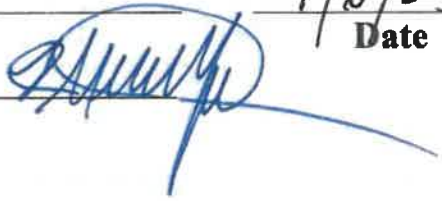
OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER TO OUT SOURCE ENVIRONMENTAL REVIEW CLEARANCE FOR THE INSTALLATION OF FIBER AT 633 STATE STREET 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



9/6/23
Date

33

ORDER AUTHORIZING PAYMENT TO THE GREATER JACKSON CHAMBER PARTNERSHIP FOR THE MEMBERSHIP DUES FOR THE CITY OF JACKSON, MS.

WHEREAS, The Greater Jackson Chamber Partnership is a non-profit organization, which was originally chartered on August 23, 1880, as the Jackson Board of Trade and Cotton Exchange. It was established by city of business and professional men in the city of Jackson to promote interests beneficial to individual businesses and the city as a whole. In 2007, the name changed to the Greater Jackson Chamber Partnership to reflect the growth of the economic development division's area which added Warren County.

WHEREAS, the mission statement is to foster economic growth and to improve the quality of life in the Greater Jackson Area by facilitation and providing leadership to businesses, organizations, governmental entities or other interested citizens.

WHEREAS, The Partnership boasts 1,400 members representing more than 200,000 employees in the Metro Jackson Area. Members range from the sole proprietors to the largest corporations. The Board of Directors and the Chamber staff are dedicated to enhancing the financial climate of the metropolitan business community by promoting all members with opportunities to expand their business.

WHEREAS, a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties and the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

IT IS, THEREFORE, ORDERED that the governing authorities for the City of Jackson determine that GJCP professional association dues are reasonable and necessary to the performance of the City. Duties and the membership accrue to the benefit of the municipality, and any benefit to the City of Jackson is merely incidental.

IT IS FURTHER ORDERED that the City of Jackson is authorized to pay the Greater Jackson Chamber Partnership \$10,000 to renew membership dues for the City.

Agenda Item # 33
September 12, 2023
(C.MARTIN, LUMUMBA)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT TO THE GREATER JACKSON CHAMBER PARTNERSHIP FOR THE MEMBERSHIP DUES FOR THE CITY OF JACKSON, MS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

9/8/23
Date



Greater Jackson Chamber Partnership
 [P. O. Box 22548
 Jackson, MS 39225-2548]
 (601) 948-7575 | fax: (601) 352-5539
 dgreen@greaterjacksonpartnership.com

Invoice

Invoice Date: 6/6/2023
 Invoice Number: 30110

City of Jackson
 Tiffany Murray
 P.O. Box 17
 Jackson, MS 39205-0017

LESS THAN 5% IS DENOTED TO LOBBYING

Terms	Due Date
Net 30	7/6/2023

Description	Quantity	Rate	Amount
Membership Dues	1	\$10,000.00	\$10,000.00
Subtotal:			\$10,000.00
Tax:			\$0.00
Total:			\$10,000.00
Payment/Credit Applied:			\$0.00
			\$10,000.00

Login to your Member Center to pay online.

- Go to <http://greaterjacksonpartnership.chambermaster.com/login> to login or retrieve forgotten login credentials. Or create your login account for the first time at this registration page: <https://greaterjacksonpartnership.chambermaster.com/CreateAccount?ccid=835&email=tmurray@city.jackson.ms.us&repID=25634>.
- Pay online, check out your additional Member Benefits, update your member page and contact information.

Thank you for your support of the Greater Jackson Chamber Partnership

Please return this portion with your payment.

Member Name: City of Jackson

Invoice #: 30110

Payment Amount: \$ _____

Payment Method: Check # _____ Credit Card

Make all checks payable to **Greater Jackson Chamber Partnership** or enter credit card information below.

Enter Credit Card Billing Address (inc. zip code)

Address _____

City/State/Zip _____

Credit Card #: _____ Exp. Date: _____ CVV Code (3 or 4 digits on back of card) _____

Name on Card: _____ Signature: _____

34

ORDER AMENDING THE DATES OF AGREEMENT WITH NATIONAL LEAGUE OF CITIES' (NLC) MUNICIPALITIES REIMAGINING COMMUNITY SAFETY GRANT TO ESTABLISH AN OFFICE OF VIOLENCE PREVENTION AND TRAUMA RECOVERY

WHEREAS, on June 21, 2022, the City Council approved an Order authorizing the Mayor to execute any and all documents and agreements necessary to accept and administer the NLC's Municipalities Reimagining Community Safety Grant; and

WHEREAS, the overarching purpose of the NLC'S Municipalities Reimagining Community Safety (MRCS) Initiative is to advance and support city efforts to rethink local systems of public safety and move toward more community driven violence prevention; and

WHEREAS, with support from the Wells Fargo Foundation, the NLC MRCS Initiative will provide pass through grants for each of six cities, tailored technical assistance, and evaluation support in order to help local leaders advance the creation or updating and implementation of a comprehensive violence/safety/violence prevention plan; and

WHEREAS, Jackson, MS was one of the six cities selected to participate in this initiative to support the work of the Mayor's Public Safety Task Force in its efforts to develop a comprehensive public safety plan and to expand those efforts to encompass victim services and trauma recovery; and

WHEREAS, the City of Jackson was awarded \$700,000 over a two-year period (\$475,000 Year 1; \$225,000 Year 2) to bring together elected leaders, city staff, residents, and local organizations to pursue coordinated, equitable, community-centered safety efforts to create safer communities from June 1, 2022 to May 31, 2024; and

WHEREAS, the NLC proposed an Addendum to extend the deadline to September 31, 2024 and it is in the best interest of the City of Jackson to agree to the extension.

IT IS, THEREFORE, ORDERED that the City Council of the City of Jackson hereby approves the Addendum to extend the deadline to May 31, 2024 to the NLC grant and authorizes the Mayor's execution of any and all documents and agreements necessary to accept and administer the NLC's Municipalities Reimagining Community Safety Grant.

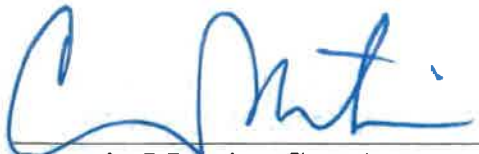
Agenda Item # **34**
September 12, 2023
(C.MARTIN, LUMUMBA)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE DATES OF AGREEMENT WITH NATIONAL LEAGUE OF CITIES' (NLC) MUNICIPALITIES REIMAGINING COMMUNITY SAFETY GRANT TO ESTABLISH AN OFFICE OF VIOLENCE PREVENTION AND TRAUMA RECOVERY** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

9/6/23
Date

Municipalities Reimagining Community Safety Initiative

Memorandum of Understanding

Between

National League of Cities Institute

and

City of Jackson

PURPOSE

This Memorandum of Understanding (MOU) sets forth the terms of participation and understanding between the National League of Cities Institute (NLCI) and ENTER CITY NAME as part of NLCI's *Municipalities Reimagining Community Safety Initiative* between June 1, 2022, and May 31, 2024.

BACKGROUND

With support from the Wells Fargo Foundation, NLCI's *Reimagining Community Safety Initiative* will provide cities with technical assistance, evaluation support and pass-through grant funding to support local safety work. Building upon [A Path Toward Safety and Equitable Cities](#) and [A Toolkit for Cities and Towns](#)- the two reports developed by NLC's [Reimagining Public Safety Task Force](#)- this initiative will advance and support city efforts to rethink local systems of public safety and move toward more equity and community driven safety/violence prevention plans.

- The NLC Municipalities Reimagining Public Safety Initiative will provide pass through grants totaling \$700,000 for each of six cities, tailored technical assistance, and evaluation support in order to:
 - Help local leaders advance the creation or updating and implementation of a comprehensive safety/violence prevention plan
 - Develop, implement, or scale up a set of programs and policies that align with the safety/violence prevention plan and reflect local priorities including but not limited to:
 - Violence Interruption or other Community Violence Interventions via Credible Messengers
 - Youth and Young Adult Justice Initiatives
 - Reentry Offices and Initiatives
 - Community responder/alternative response methods and models

This two-year initiative brings together elected leaders and staff, residents, and local organizations to pursue coordinated, equitable, community-centered safety efforts. Funded initiatives are intended to spur local action and implementation of recommendations and plans that are established in partnership with Black and Brown communities.

This MOU defines the terms for the grant period.

EFFECTIVE DATE AND TERMINATION RIGHTS

This MOU will take effect upon the last party's signature and shall remain in effect until June 30, 2024. Either party may terminate this MOU upon delivery of written notice to the other party. Upon termination, the City must promptly refund any unobligated grant funds to NLCI within 30 days of termination.

IMPLEMENTATION AWARD AND USE OF FUNDS

NLCI will provide the City an award in the amount of \$700,000 to support costs associated with implementing the city's local community safety plan and related capacity building activity. 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.

DISTRIBUTION OF IMPLEMENTATION AWARD

Upon the receipt of a completed W-9 form, completed ACH form, and a signed copy of this MOU, NLCI shall distribute an initial payment of \$475,000 to the city, or its designated agent. A second, final distribution of \$225,000 will be distributed to the city by June 15, 2023, pending NLCI determination of adequate city progress on the city's community safety initiatives. The second payment is contingent upon spending 85% of the initial payment. Recipients must return to NLCI *any funds not spent within 15 days of the end of the grant period, unless NLCI approves an alternate plan prior to May 31, 2024.*

SUMMARY OF ROLES AND RESPONSIBILITIES

By accepting this implementation award, City agrees to:

- **Engage the mayor and/or city manager through:**
 - Ongoing convening of a local leadership body/ Core Team
 - Designation of a senior staff person as lead point of contact
 - Enlisting representatives of major public systems as team members
 - Consideration of budget realignment and use of ARPA funding

- **Enhance local capacity through:**
 - The use of pass-through funds for capacity-building purposes such as hiring staff dedicated to the project and data and measurement
 - Developing or updating a comprehensive community safety plan
 - Consideration of enlisting staff or faculty of an HBCU or a national civil rights organization chapter alongside local community-based organizations/residents with relevant expertise
- **Assess local public safety issues, needs, momentum, and assets**
- **Participate in technical assistance/evaluation with NLC and partners inclusive of:**
 - Monthly TA calls/meetings
 - Host one to two visits per year by TA team
 - Team participation in all-site meetings one to two times per year
 - Potential cross-site learning with other NLC initiatives
 - Communications efforts that document programs, policies, and lessons learned
- **Collect relevant data & engage with a developmental evaluation partner**
- **Center Racial Equity and Community Engagement by:**
 - Implementation or uplifting a community engagement strategy
 - Meaningfully engaging and Involving residents in the initiative
 - Ensuring equitable distribution of services/funds toward community centered safety (specifically black/brown-led initiatives)
- Submit one interim narrative report to NLCI on May 31, 2023, as well as a final narrative report on August 1, 2024, to include a narrative description of work conducted, outcomes achieved, and lessons learned to date, template to be supplied by NLC.
- Submit a financial report twice annually, 10 days after the close of the period, showing actual spending against budget via template provided by NLCI (see dates below).

Reporting Period	Submission Date
June 2022- November 2022	December 10, 2022
December 2022-May 2023	June 10, 2023
June 2023-November 2023	December 10, 2023
December 2023- May 2024	June 10, 2024

**Municipalities Reimagining Community Safety Initiative
Addendum- Jackson, MS**

This addendum to the Memorandum of Understanding between NLCI and Jackson, MS, originally executed on June 1, 2022 reaffirms the scope of work outlined and adjusts the end date of the agreement, disbursement date for the second payment and reporting terms.

Original MOU End Date: May 31, 2024

Adjusted MOU End Date: September 31, 2024

New Disbursement Date (2nd Payment): December 15, 2023

**This payment is dependent on proof of grant spending (80% of original payment spent)*

Narrative & Financial Grant Reporting Dates:

June 2023-November 2023

*report due on **December 10, 2023**

December 2023- May 2024

*report due on **June 10, 2024**

May 2024-September 2024

*report due on **October 14, 2024**

Signed

NLCI Contact:

NLCI Signature:

Date:

City Contact:

City Signature:

Date:

35

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO PAY THE MISSISSIPPI BAR DUES, PROFESSIONAL ASSOCIATION DUES AND TRAVEL-RELATED EXPENSES FOR VARIOUS ORGANIZATIONS, MEC, PACER, AND COURT FILING FEES, AND ALL FEES ASSOCIATED WITH REPRESENTING THE CITY OF JACKSON AND ITS EMPLOYEES AS IT IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE OFFICE OF THE CITY ATTORNEY DUTIES.

OFFICE OF THE CITY ATTORNEY
2023 SEP 12 10:51 AM

WHEREAS, the Attorney General opined a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties, the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

WHEREAS, between the Office of the City Attorney and the Prosecutor's Office, the City of Jackson employs approximately 17 attorneys licensed to practice law in Mississippi; and

WHEREAS, once admitted to the Mississippi Bar, licensed attorneys are required to pay enrollment fees to the Bar and to obtain Continuing Legal Education (CLE) credits to retain their licenses; and

WHEREAS, Section 73-3-127 of the Mississippi Code Annotated, as amended, states, "any member failing to pay any enrollment fees within sixty (60) days after the same become due shall be considered delinquent and shall be given written notice of his delinquency mailed to him by United States mail, addressed to his last known address. If the delinquent fails to pay such enrollment fees within thirty (30) days after written notice of delinquency, he shall stand suspended from membership in the Mississippi Bar"; and

WHEREAS, the City Attorney requests the authority to pay the enrollment fees set by the Mississippi Bar for all attorneys for the city of Jackson; and

WHEREAS, Rule 3(a) of the State of MS Rules and Regulations for Mandatory CLE states, "each attorney licensed to practice law in the State of Mississippi shall attend, or complete an approved substitute for attendance, a minimum of twelve (12) actual hours of approved Continuing Legal Education ("CLE") during each successive twelve (12) month period (the "CLE year") from and after August 1 of each year, of which one hour shall be in the area of legal ethics, professional responsibility, professionalism, malpractice prevention, substance abuse or mental health (the "ethics/professionalism hour")"; and

WHEREAS, each attorney newly licensed to practice law in the State of Mississippi, from and after August 1, 2015, shall, by the conclusion of the second CLE year occurring after their date of admission to The Mississippi Bar, attend or complete a new-lawyer program approved by the Commission on Continuing Legal Education, which shall be comprised of a total of twelve (12) actual hours of CLE to include six (6)

hours of basic skills training and six (6) hours of ethics/professionalism. Completion of the new-lawyer program shall satisfy the requirement of subsection (a) of this Rule for such newly licensed attorney for both the CLE year of admission and the next succeeding CLE year; and

WHEREAS, according to the above-referenced rule, the attorneys for the City of Jackson, depending on their job duties and roles, are members of various professional organizations that host educational conferences, among other services and benefits, to provide CLE training; and

WHEREAS, the attorneys for the City of Jackson are usually members of at least one of the following organizations:

1. International Municipal Lawyers Association (Municipal Membership) - Municipal Members in IMLA are cities, towns, villages, and townships represented by their chief legal officer.
2. National Institute of Governmental Purchasing, Inc. - The Institute for Public Procurement" as the go-to-market identity for the Institute to promote our leadership role in supporting public procurement practitioners.
3. Mississippi Municipal Attorneys Association – The Mississippi Municipal Attorneys Association was established to provide resources, educational opportunities, and a network of experienced professionals to assist local government attorneys in the highly specialized field of municipal law and in furtherance of the promotion and interests of this field. As part of this, MMAA holds two annual conferences, both of which provide attendees with continuing legal education credits.
4. MS Association of Governmental Purchasing and Property Agents - MAGPPA serves hundreds of public purchasing professionals throughout Mississippi by promoting and maintaining high ethical values, enhancing public purchasing practices, protecting the public trust and making a positive difference by leading the way through excellence.
5. MS Bar Summer School and Annual Meeting – A week of CLE, business meetings, luncheons, dinners, networking and community service with the MS Bar.
6. Mississippi Prosecutor Association - The Mississippi Prosecutors Association is a non-profit organization which provides support to prosecuting attorneys in the state. The MPA Board of Directors and committees provide leadership and guidance for training, legislative, and other criminal justice initiatives in the State of Mississippi.
7. Capital Area Bar Association - The Capital Area Bar Association is a voluntary bar association that serves Hinds County and the metropolitan areas of Madison and Rankin Counties by providing members with opportunities to engage on current legal issues through publications, CLE and key speakers.

WHEREAS, to comply with Rule 3(a) and (b) of the State of MS Rules and Regulations for Mandatory CLE, the City Attorney requests the authority to pay the

Mississippi Bar membership fees and the cost of the CLEs associated with the above-referenced professional organizations; and

WHEREAS, various seminars, conferences, workshops, and other educational programs are held from time to time that require the attorneys to travel; and

WHEREAS, there is no authority to pay travel-related expenses prior to the approval by the governing authorities; therefore, the City Attorney requests the authority to pay in an amount not to exceed \$1,500 per attorney, but shall not exceed the amount available in the budget, for travel expenses in connection with the attendance of any seminars, conferences, workshops, and other educational programs related to the attorney's responsibilities and related to the above-referenced professional organizations; and

WHEREAS, furthermore, the attorneys for the City of Jackson are engaged in constant litigation and are required to utilize legal research tools as well as filing documents electronically on Mississippi Electronic Commission (MEC) and Public Access to Court Electronic Records (PACER) within all Mississippi state and federal courts; and

WHEREAS, the City Attorney request the authority to pay necessary invoices of the court reporters, expert witnesses, process servers fees and supplies, and the fees associated with electronic filing and court filing fees set by all Mississippi state and federal courts to defend the City of Jackson properly; and

WHEREAS, this request is limited to the attorney's managed by the Office of the City Attorney.

IT IS, THEREFORE, ORDERED that the governing authorities find it necessary to authorize the City Attorney to pay The Mississippi Bar and CLEs dues for all attorneys for the city to comply with Section 73-3-127 of the Mississippi Code Annotated and Rule 3(a) of the State of MS Rules and Regulations for Mandatory CLE.

IT IS, THEREFORE, ORDERED that the governing authorities for the City of Jackson determined the above-referenced professional association dues are reasonable and necessary to the performance of the duties of the attorneys for the city of Jackson and the membership accrue to the benefit of the municipality, and any benefit to the attorneys for the city is merely incidental.

IT IS, FURTHER, ORDERED that the governing authorities find it necessary and proper to authorize the City Attorney to pay professional association dues and travel-related expenses in the amount of \$1,500 per attorney, but shall not exceed the amount available in the budget, for travel expenses in connection with the attendance of any seminars, conferences, workshops, and other educational programs related to the attorney's responsibilities and associated with the above-referenced professional organizations.

IT IS, FURTHER, ORDERED that the governing authorities find it necessary and proper to authorize the City Attorney the authority to pay necessary invoices of the court reporters, expert witnesses, process servers fees and supplies, and the fees associated with electronic filing and court filing fees set by the all Mississippi state and federal courts to defend the City of Jackson properly.

APPROVED FOR AGENDA:

INITIALS

DATE

LEGAL

FINANCE

BUDGETED

Account # necessary accounts

CAO

MAYOR'S OFFICE

Yes No _____

Item # _____

Agenda Date _____

By: Martin, 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
A.M.
9/5/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO PAY THE MISSISSIPPI BAR DUES, PROFESSIONAL ASSOCIATION DUES AND TRAVEL-RELATED EXPENSES FOR VARIOUS ORGANIZATIONS, MEC, PACER, AND COURT FILING FEES, AND ALL FEES ASSOCIATED WITH REPRESENTING THE CITY OF JACKSON AND ITS EMPLOYEES AS IT IS REASONABLE AND NECESSARY TO THE PERFORMANCE OF THE OFFICE OF THE CITY ATTORNEY DUTIES** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* A.M.

9/6/23
Date

36

**ORDER ESTABLISHING AND AUTHORIZING A PETTY CASH FUND
FOR THE OFFICE OF THE CITY ATTORNEY**

WHEREAS, Section 7-7-60 of the Miss. Code Ann. as amended, provides "[a] petty cash fund for offices within the county, municipality or board of education may be established in accordance with regulations set forth by the State Auditor's office; and

WHEREAS, according to the "Routine Petty Cash Fund Procedures" set forth in the 2022 Municipal Audit and Accounting Guide, the municipal governing authorities may authorize a petty cash fund. The authorization must be spread upon the minutes and include: (1) Reasons for establishing the fund; (2) Purposes for which fund money may be spent; (3) The dollar amount of the fund; (4) Custodian(s); and 5) Any special provisions, such as the use of depository account(s); and

WHEREAS, the Office of the City Attorney recommends the governing authorities for the city of Jackson authorize a petty cash fund of \$250.00 to pay for the filing of deeds, certified mail postage, new keys for employees, and other necessary items for the department; and

WHEREAS, the reason for establishing the fund is to allow for the Office of the City Attorney to keep sufficient cash to cover minor, everyday business expenditures such as filing of deeds, certified mail postage, new keys for employees, and other necessary items for the department; and

WHEREAS, the Executive Legal Administrator and the Legal Administrator Coordinator for the Office of the City Attorney will be designated as the Custodian of said funds for the Office of the City Attorney; and

WHEREAS, there are no special provisions, such as the use of depository account(s) for this petty cash fund.

IT IS, THEREFORE, ORDERED that a petty cash fund of \$250.00 be established for the Office of the City Attorney to pay for the filing of deeds, certified mail postage, new keys for employees, and other necessary items for the department.

Agenda Item # 36
September 12, 2023
(C.MARTIN, LUMUMBA)

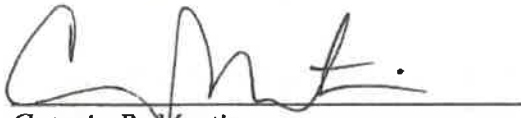
Office of the City Attorney

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
9/5/23
A.M.

OFFICE OF THE CITY ATTORNEY

This **ORDER ESTABLISHING AND AUTHORIZING A PETTY CASH FUND FOR THE OFFICE OF THE CITY ATTORNEY**, is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin

City Attorney

Sondra Moncure

Deputy City Attorney *S.M.*

9/6/23

DATE

37

ORDER APPROVING THE ACCEPTANCE OF BIPARTISAN INFRASTRUCTURE LAW (“BIL”) AIRPORT INFRASTRUCTURE GRANT (“AIG”) OFFER NO. 3-28-0037-064-2023; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID BIL-AIG PROGRAM GRANT OFFER AND AGREEMENT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (“AIRPORT”)

WHEREAS, Jackson Municipal Airport Authority (“JMAA”) Staff submitted an application to the United States Department of Transportation, Federal Aviation Administration (“FAA”), on or about August 4, 2023 (“Application”) for an BIL-AIG Program Grant under the auspices of airport development and/or noise program implementation at the Airport; and

WHEREAS, the FAA approved JMAA’s Application and offered BIL-AIG Program Grant No. 3-28-0037-064-2023 to JMAA on or about September 1, 2023 (the “BIL-AIG Program Grant”); and

WHEREAS, the BIL-AIG Program Grant is in an anticipated amount not-to-exceed Four Million, Nine Hundred Eighteen Thousand, Four Hundred Fifty-Nine Dollars (\$4,918,459.00) and covers ninety percent (90%) of allowable costs incurred to: (a) Rehabilitate Taxiway A; (b) Rehabilitate Taxiway B; and (c) Rehabilitate Taxiway Lighting, all as fully described in the BIL-AIG Program Grant Application (the “Project”); and

WHEREAS, the JMAA Board of Commissioners approved and authorized its Chief Executive Officer to accept the BIL-AIG Program Grant Offer and to execute the BIL-AIG Program Grant Offer and Agreement during a duly-convened, regular Board meeting on August 28, 2023, and further authorized JMAA’s Special Counsel to execute the “Certificate of Sponsor’s Attorney,” all as required by FAA for release of the BIL-AIG Program Grant funds; and

WHEREAS, the FAA further requires that the City of Jackson, Mississippi (“City”), as Co-sponsor with JMAA of the Airport, to execute multiple copies of the BIL-AIG Program Grant Offer and Agreement as the City has normally and customarily done as Co-sponsor with JMAA of the Airport with respect to other FAA grants to JMAA; and

WHEREAS, the Mayor and City Attorney of the City of Jackson, Mississippi must be authorized by the City Council to execute the BIL-AIG Program Grant Offer and Agreement in order for JMAA to receive the BIL-AIG Program Grant funds;

NOW, IT IS THEREFORE RESOLVED by the City of Jackson, Mississippi, that the BIL-AIG Program Grant Offer and Application in an anticipated amount not-to-exceed Four Million, Nine Hundred Eighteen Thousand, Four Hundred Fifty-Nine Dollars (\$4,918,459.00), or ninety percent (90%) of the allowable costs of the Project, whichever is less, is hereby accepted and approved; and

IT IS FURTHER RESOLVED that the Mayor and City Attorney of the City of Jackson, Mississippi are hereby authorized to execute the BIL-AIG Program Grant Offer and Agreement to: (a) Rehabilitate Taxiway A; (b) Rehabilitate Taxiway B; and (c) Rehabilitate Taxiway Lighting, all as fully described in the BIL-AIG Program Grant Application (the “Project”); and

IT IS FURTHER RESOLVED that no funds of the City of Jackson, Mississippi are to be expended in connection herewith; and

IT IS FURTHER RESOLVED that in no event shall the BIL-AIG Program Grant funds be used other than as authorized and approved by the FAA under the auspices of BIL-AIG Program Grant No. 3-28-0037-064-2023.

OFFICE OF THE CITY ATTORNEY

This **ORDER APPROVING THE ACCEPTANCE OF BIPARTISAN INFRASTRUCTURE LAW (“BIL”) AIRPORT INFRASTRUCTURE GRANT (“AIG”) OFFER NO. 3-28-0037-064-2023; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID BIL-AIG PROGRAM GRANT OFFER AND AGREEMENT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (“AIRPORT”)** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

9/6/23
Date



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Alabama, Mississippi

Jackson Airports District Office:
100 West Cross St., Suite B
Jackson, MS 39208-2307

September 1, 2023

Ms. Rosa Beckett
Chief Executive Officer
Jackson Municipal Airport Authority
rbeckett@jmaa.com

Honorable Chokwe A. Lumumba
Mayor, City of Jackson
calumumba@jacksonms.gov

Dear Ms. Beckett and Mayor Lumumba:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-28-0037-064-2023 at Jackson-Medgar Wiley Evers International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2023**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Kevin Morgan, (769) 268-6975, Kevin.L.Morgan@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "R D Black". The signature is written in a cursive, slightly slanted style.

Rans D. Black, Manager
Jackson Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FY 2023 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 1, 2023
Airport/Planning Area	Jackson-Medgar Wiley Evers International Airport
Airport Infrastructure Grant Number	3-28-0037-064-2023
Unique Entity Identifier	CN7AM4VBFP35

TO: Jackson Municipal Airport Authority and City of Jackson, Mississippi
(herein called the "Sponsor") (The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 4, 2023, for a grant of Federal funds for a project at or associated with the Jackson-Medgar Wiley Evers International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jackson-Medgar Wiley Evers International Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway A (Phase2) (1,500'x75'), A2 (demolition-400'x75'), A5 (new-245'x75'); Rehabilitate Taxiway B (Phase 1-west (1,320'x75')), B1 (demolition-420'x75'), B2 (demolition 450'x75'), B1 (new-300'x75'), B3 (rehabilitate-300'x75'); Rehabilitate Taxiway Lighting, A (partial north-2,767'), A1, and A5 (new); Rehabilitate Taxiway Lighting, B (Phase 1-west (1,320'x75') and B1 (new)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and

(c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$4,918,459.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 4,918,459 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
 4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
 5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
 6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
 7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
 8. **Offer Expiration Date.** This offer will expire, and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 15, 2023**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA’s authority to increase the maximum obligation does not apply to the “planning” component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available

for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated 11/16/2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal.

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. **Submission of Complaint.** A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
2. **Time Limitation for Submittal of a Complaint.** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. **Required Actions of the Inspector General.** Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person

submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications.** Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

SPECIAL CONDITIONS

28. **Mothers' Rooms.** As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
29. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
30. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:
 - a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report

must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
32. **Useable Unit of Work for Companion Grants.** This grant funds a portion (22.4%) of the project. The sponsor agrees that it will accept a companion grant offers, 3-28-0037-063-2023 (65.3%) and companion grant offer, 3-28-0037-067-2023 (12.3%), of the remaining portion (77.6%) of the project. The sponsor further agrees that the companion grants will result in a complete, safe, useful, and useable unit of work per the project description. The FAA makes no commitment of funding beyond the Sponsor's available allocated funds pursuant to law. If the sponsor does not accept the companion grant, the FAA has the option to close this grant and recover the funds.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Rans D. Black

(Typed Name)

Manager, Jackson Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 1, 2023

Jackson Municipal Airport Authority

(Name of Sponsor)

Rosa Beckett

Rosa Beckett (Sep 1, 2023 12:00 CDT)

(Signature of Sponsor's Authorized Official)

By: Rosa Beckett

(Typed Name of Sponsor's Authorized Official)

Title: Chief Executive Officer

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated _____

City of Jackson, Mississippi

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Jackson Municipal Airport Authority and City of Jackson), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations

into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of August 4, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport

Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

38

ORDER APPROVING THE ACCEPTANCE OF AIRPORT IMPROVEMENT PROGRAM (“AIP”) GRANT OFFER NO. 3-28-0037-063-2023; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID AIP GRANT OFFER AND AGREEMENT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (“AIRPORT”)

WHEREAS, Jackson Municipal Airport Authority (“JMAA”) Staff submitted an application to the United States Department of Transportation, Federal Aviation Administration (“FAA”), on or about August 4, 2023 (“Application”) for an AIP Grant under the auspices of airport development and/or noise program implementation at the Airport; and

WHEREAS, the FAA approved JMAA’s Application and offered AIP Grant No. 3-28-0037-063-2023 to JMAA on or about September 1, 2023 (the “AIP Grant”); and

WHEREAS, the AIP Grant is in an amount not-to-exceed Fourteen Million, Three Hundred Thirty-One Thousand, One Hundred Twenty-Seven Dollars (\$14,331,127.00) and covers ninety percent (90%) of allowable costs incurred to: (a) Rehabilitate Taxiway A; (b) Rehabilitate Taxiway B; and (c) Rehabilitate Taxiway Lighting, all as fully described in the AIP Grant Application (the “Project”); and

WHEREAS, the JMAA Board of Commissioners approved and authorized its Chief Executive Officer to accept the AIP Grant Offer and to execute the AIP Grant Offer and Agreement during a duly-convened, regular Board meeting on August 28, 2023, and further authorized JMAA’s Special Counsel to execute the “Certificate of Sponsor’s Attorney,” all as required by FAA for release of the AIP Grant funds; and

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

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

NOW, IT IS THEREFORE RESOLVED by the City of Jackson, Mississippi, that the AIP Grant Offer and Application in the amount of Fourteen Million, Three Hundred Thirty-One Thousand, One Hundred Twenty-Seven Dollars (\$14,331,127.00), or ninety percent (90%) of the allowable costs of the Project, whichever is less, is hereby accepted and approved; and

IT IS FURTHER RESOLVED that the Mayor and City Attorney of the City of Jackson, Mississippi are hereby authorized to execute the AIP Grant Offer and Agreement to: (a) Rehabilitate Taxiway A; (b) Rehabilitate Taxiway B; and (c) Rehabilitate Taxiway Lighting, all as fully described in the AIP Grant Application (the "Project"); and

IT IS FURTHER RESOLVED that no funds of the City of Jackson, Mississippi are to be expended in connection herewith; and

IT IS FURTHER RESOLVED that in no event shall the AIP Grant funds be used other than as authorized and approved by the FAA under the auspices of AIP Grant No. 3-28-0037-063-2023.

OFFICE OF THE CITY ATTORNEY

This **ORDER APPROVING THE ACCEPTANCE OF AIRPORT IMPROVEMENT PROGRAM ("AIP") GRANT OFFER NO. 3-28-0037-063-2023; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID AIP GRANT OFFER AND AGREEMENT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT ("AIRPORT")** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*



Date



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Alabama, Mississippi

Jackson Airports District Office:
100 West Cross St., Suite B
Jackson, MS 39208-2307

September 1, 2023

Ms. Rosa Beckett
Chief Executive Officer
Jackson Municipal Airport Authority
rbeckett@jmaa.com

Honorable Chokwe A. Lumumba
Mayor, City of Jackson
calumumba@jacksonms.gov

Dear Ms. Beckett and Mayor Lumumba:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-28-0037-063-2023 at Jackson-Medgar Wiley Evers International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2023**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Kevin Morgan, (769) 268-6975, Kevin.L.Morgan@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "R D Black". The signature is written in a cursive style with a large initial "R" and "B".

Rans D. Black, Manager
Jackson Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 1, 2023
Airport/Planning Area	Jackson-Medgar Wiley Evers International Airport
FY2023 AIP Grant Number	3-28-0037-063-2023
Unique Entity Identifier	CN7AM4VBF35

TO: Jackson Municipal Airport Authority and City of Jackson, Mississippi
(herein called the "Sponsor") (The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 4, 2023, for a grant of Federal funds for a project at or associated with the Jackson-Medgar Wiley Evers International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jackson-Medgar Wiley Evers International Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway A (Phase2) (1,500'x75'), A2 (demolition-400'x75'), A5 (new-245'x75'); Rehabilitate Taxiway B (Phase 1-west (1,320'x75')), B1 (demolition-420'x75'), B2 (demolition 450'x75'), B1 (new-300'x75'), B3 (rehabilitate-300'x75'); Rehabilitate Taxiway Lighting, A (partial north-2,767'), A1, and A5 (new); Rehabilitate Taxiway Lighting, B (Phase 1-west (1,320'x75') and B1 (new)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$14,331,127.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning;
 \$ 14,331,127 airport development or noise program implementation; and,
 \$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
 4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
 5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
 6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
 7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 15, 2023**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the “planning” component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government

Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 11/16/2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

29. **Mothers' Rooms.** As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
30. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
31. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:
- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must

include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
32. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
33. **Useable Unit of Work for Companion Grants**. This grant funds a portion (65.3%) of the project. The Sponsor agrees that it will accept companion grants offers, 3-28-0037-064-2023 (22.4%) and companion grant offer, 3-28-0037-067-2023 (12.3%), of the remaining portion (34.7%) of the project. The Sponsor further agrees that the companion grants will result in a complete, safe, useful, and useable unit of work per the project description. The FAA makes no commitment of funding beyond the Sponsor's available allocated funds pursuant to law. If the Sponsor does not accept the companion grant, the FAA has the option to close this grant and recover the funds.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Rans D. Black

(Typed Name)

Manager, Jackson Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 1, 2023

Jackson Municipal Airport Authority

(Name of Sponsor)

Rosa Beckett

Rosa Beckett (Sep 1, 2023 12:02 CDT)

(Signature of Sponsor's Authorized Official)

By: Rosa Beckett

(Typed Name of Sponsor's Authorized Official)

Title: Chief Executive Officer

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated _____

City of Jackson, Mississippi
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The (Jackson Municipal Airport Authority and City of Jackson), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."**
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of August 4, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

39

ORDER APPROVING THE ACCEPTANCE OF AIRPORT IMPROVEMENT PROGRAM (“AIP”) GRANT OFFER NO. 3-28-0037-067-2023; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID AIP GRANT OFFER AND AGREEMENT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT (“AIRPORT”)

WHEREAS, Jackson Municipal Airport Authority (“JMAA”) Staff submitted an application to the United States Department of Transportation, Federal Aviation Administration (“FAA”), on or about August 4, 2023 (“Application”) for an AIP Grant under the auspices of airport development and/or noise program implementation at the Airport; and

WHEREAS, the FAA approved JMAA’s Application and offered AIP Grant No. 3-28-0037-067-2023 to JMAA on or about September 1, 2023 (the “AIP Grant”); and

WHEREAS, the AIP Grant is in an amount not-to-exceed Two Million, Seven Hundred Thousand Dollars (\$2,700,000.00) and covers ninety percent (90%) of allowable costs incurred to: (a) Rehabilitate Taxiway A; (b) Rehabilitate Taxiway B; and (c) Rehabilitate Taxiway Lighting, all as fully described in the AIP Grant Application (the “Project”); and

WHEREAS, the JMAA Board of Commissioners approved and authorized its Chief Executive Officer to accept the AIP Grant Offer and to execute the AIP Grant Offer and Agreement during a duly-convened, regular Board meeting on August 28, 2023, and further authorized JMAA’s Special Counsel to execute the “Certificate of Sponsor’s Attorney,” all as required by FAA for release of the AIP Grant funds; and

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

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

NOW, IT IS THEREFORE RESOLVED by the City of Jackson, Mississippi, that the AIP Grant and Application in the amount of Two Million, Seven Hundred Thousand Dollars (\$2,700,000.00), or ninety percent (90%) of the allowable costs of the Project, whichever is less, is hereby accepted and approved; and

IT IS FURTHER RESOLVED that the Mayor and City Attorney of the City of Jackson, Mississippi are hereby authorized to execute the AIP Grant Offer and Agreement to: (a) Rehabilitate Taxiway A; (b) Rehabilitate Taxiway B; and (c) Rehabilitate Taxiway Lighting, all as fully described in the AIP Grant Application (the "Project"); and

IT IS FURTHER RESOLVED that no funds of the City of Jackson, Mississippi are to be expended in connection herewith; and

IT IS FURTHER RESOLVED that in no event shall the AIP Grant funds be used other than as authorized and approved by the FAA under the auspices of AIP Grant No. 3-28-0037-067-2023.

OFFICE OF THE CITY ATTORNEY

This **ORDER APPROVING THE ACCEPTANCE OF AIRPORT IMPROVEMENT PROGRAM ("AIP") GRANT OFFER NO. 3-28-0037-067-2023; AND AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE SAID AIP GRANT OFFER AND AGREEMENT ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI, AS OFFERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, FOR PURPOSES DIRECTLY RELATED TO THE JACKSON-MEDGAR WILEY EVERS INTERNATIONAL AIRPORT ("AIRPORT")** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

9/6/23
Date



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Alabama, Mississippi

Jackson Airports District Office:
100 West Cross St., Suite B
Jackson, MS 39208-2307

September 1, 2023

Ms. Rosa Beckett
Chief Executive Officer
Jackson Municipal Airport Authority
rbeckett@jmaa.com

Honorable Chokwe A. Lumumba
Mayor, City of Jackson
calumumba@jacksonms.gov

Dear Ms. Beckett and Mayor Lumumba:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-28-0037-067-2023 at Jackson-Medgar Wiley Evers International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. ~~If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow~~ the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2023**.

6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Kevin Morgan, (769) 268-9675, Kevin.L.Morgan@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "R D Black". The signature is written in a cursive, flowing style.

Rans D. Black, Manager
Jackson Airports District Office



U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Table with 2 columns: Field Name and Value. Fields include Federal Award Offer Date (September 1, 2023), Airport/Planning Area (Jackson-Medgar Wiley Evers International Airport), FY2023 AIP Grant Number (3-28-0037-067-2023), and Unique Entity Identifier (CN7AM4VBFP35).

TO: Jackson Municipal Airport Authority and City of Jackson, Mississippi (herein called the "Sponsor") (The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 4, 2023, for a grant of Federal funds for a project at or associated with the Jackson-Medgar Wiley Evers International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jackson-Medgar Wiley Evers International Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway A (Phase2) (1,500'x75'), A2 (demolition-400'x75'), A5 (new-245'x75'); Rehabilitate Taxiway B (Phase 1-west (1,320'x75')), B1 (demolition-420'x75'), B2 (demolition 450'x75'), B1 (new-300'x75'), B3 (rehabilitate-300'x75'); Rehabilitate Taxiway Lighting, A (partial north-2,767'), A1, and A5 (new); Rehabilitate Taxiway Lighting, B (Phase 1-west (1,320'x75') and B1 (new)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,700,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning;
 \$ 2,700,000 airport development or noise program implementation; and,
 \$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. **Budget Period:**
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant

to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 15, 2023**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA’s authority to increase the maximum obligation does not apply to the “planning” component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

- ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 11/16/2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in

sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
- ii. Gross waste of Federal funds;
- iii. An abuse of authority relating to implementation or use of Federal funds;
- iv. A substantial and specific danger to public health or safety; or
- v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- v. A court or grand jury;
- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
- vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

29. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
30. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:
- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the

type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
 32. **Useable Unit of Work for Companion Grants.** This grant funds a portion (12.3%) of the project. The Sponsor agrees that it will accept companion grants offers, 3-28-0037-064-2023 (22.4%) and companion grant offer, 3-28-0037-063-2023 (65.3%), of the remaining portion (87.7%) of the project. The Sponsor further agrees that the companion grants will result in a complete, safe, useful, and useable unit of work per the project description. The FAA makes no commitment of funding beyond the Sponsor's available allocated funds pursuant to law. If the Sponsor does not accept the companion grant, the FAA has the option to close this grant and recover the funds.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Rans D. Black

(Typed Name)

Manager, Jackson Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 1, 2023

Jackson Municipal Airport Authority

(Name of Sponsor)

Rosa Beckett

Rosa Beckett [Sep 1, 2023 11:55 CDT]

(Signature of Sponsor's Authorized Official)

By: Rosa Beckett

(Typed Name of Sponsor's Authorized Official)

Title: Chief Executive Officer

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated _____

City of Jackson, Mississippi

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**Jackson Municipal Airport Authority and City of Jackson**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. **Required Contract Provisions.**
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of August 4, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR STMS ENTERPRISES FOR PURCHASING AND INSTALLING AIR FILTERS AT JTRAN ADMINISTRATIVE AND MAINTENANCE FACILITY (JAMF) FOR FISCAL YEAR 2023

Handwritten signature and date: 8/24/23

WHEREAS, the City of Jackson Planning and Development/Transit Services Division must maintain JTRAN Administrative and Maintenance Facility (JAMF) located at 1785 Highway 80W; and

WHEREAS, November 1, 2022, Planning and Development Department /Transit Services Division received one (1) quote for professional services to purchase and install the air filters at JAMF; and

WHEREAS, it is the City of Jackson intentions to award a purchase order to STMS Enterprises to purchase and install the air filters at JAMF located at 1785 Highway 80W for Fiscal Year; and

WHEREAS, the Planning and Development Department/Transit Services will use funds from the Federal Transit Administration (FTA) at eighty percent (80%) with a local match of twenty percent (20%) from the FY2023 Transit Budget; and

WHEREAS, the total amount of the purchase order is two thousand nine hundred twenty-two dollars and ninety-nine cents (\$2,922.99), in which two thousand three hundred thirty-eight dollars and thirty-nine cents (\$2,338.39) is covered by FTA and five hundred eighty-four and sixty cents (\$584.60) will be covered by local match from the FY2023 Transit budget; and

IT IS, THEREFORE, ORDERED, that the Mayor is authorized to execute a purchase order for STMS Enterprises to purchase and install air filters at JAMF for FY2023; and

IT IS FURTHER ORDERED, that the total amount expended to STMS Enterprises during the term of the purchase order shall not exceed two thousand nine hundred twenty-two dollars and ninety-nine cents (\$2,922.99).

Agenda Item No. 40
September 12, 2023
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 08/29/2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR STMS ENTERPRISES FOR PURCHASING AND INSTALLING AIR FILTERS AT JTRAN ADMINISTRATIVE AND MAINTENANCE FACILITY (JAMF) FOR FISCAL YEAR 2023
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	All residents and visitors of the City of Jackson.
5.	Schedule (beginning date)	November 1, 2022 thru September 30, 2023
6.	Location:	JAMF
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	Not to exceed \$2,922.99
9.	Source of Funding General Fund <input checked="" type="checkbox"/> X Grant <input checked="" type="checkbox"/> X Bond Other	187.565.20.6461: \$2,922.99 Grant: \$2,338.92 General Fund: \$587.07
10.	EBO participation	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> X AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> X WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> X HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> X NABE % WAIVER yes no N/A <input checked="" type="checkbox"/> X

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director *CW*
Office of Transportation

DATE: August 14, 2023

RE: Agenda Item for August 29, 2023 City Council Meeting

The City of Jackson's Transit Services would like to execute a professional service purchase order for purchasing and installing air filters at JAMF. In this request you will find the agenda order authorizing the Mayor to execute any and all documents pertaining to this professional service.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

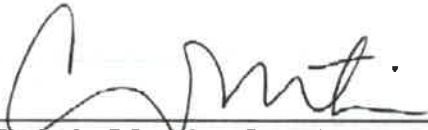
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
8/24/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO A PROFESSIONAL SERVICE PURCHASE ORDER REQUEST FOR STMS ENTERPRISES FOR PURCHASING AND INSTALLING AIR FILTERS AT JTRAN ADMINISTRATIVE AND MAINTENANCE FACILITY (JAMF) FOR FISCAL YEAR 2023** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



9/6/23
Date

OFFICE OF THE CITY ATTORNEY
9/11/23
S. G. GRIFFIN

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI TAKING OFFICIAL ACTION TOWARDS THE APPROVAL OF THE CITY OF JACKSON, MISSISSIPPI, URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023); SETTING A PUBLIC HEARING ON SUCH URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023); AUTHORIZING AN URBAN RENEWAL PROJECT; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Jackson, Mississippi (the "City"), acting for and on behalf of the City, is authorized by Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Urban Renewal Act"), to undertake urban renewal projects, including, but not limited to, the acquisition of blighted areas within the City, the removal of existing buildings and other improvements upon such blighted areas, the installation, consecution or reconstruction of streets, utilities, parks, playgrounds and other necessary improvements of such blighted areas and the acquisition and disposition of real property in such blighted areas in order to encourage private enterprise within the City in order to improve certain blighted areas of the City, and for the promotion of the safety, health, welfare, convenience and prosperity of the City; and

WHEREAS, the Governing Body finds and determines that one or more slum or blighted areas continue to exist in the City (the "2023 Urban Renewal Area") and the rehabilitation, conservation, redevelopment or a combination thereof, of such 2023 Urban Renewal Area is necessary and in the interest of the public health, safety, morals and welfare of the residents of the City; and

WHEREAS, in compliance with Section 43-35-13 of the Urban Renewal Act, the Governing Body, acting for and on behalf of the City, desires to approve a new 2023 Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023), as more particularly described in **EXHIBIT B** hereto (the "2023 Urban Renewal Plan"), to rehabilitate, conserve, and/or redevelop the 2023 Urban Renewal Area, as more particularly described in **EXHIBIT A** hereto (the "Project Site") as well as repairing, improving, adorning and equipping the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities located at 201 E. Pascagoula Street, Jackson, MS 39201 (the "2023 Urban Renewal Project"); and

WHEREAS, pursuant to Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "City Bond Act") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act"), the City will issue either (a) general obligation bonds of the City, in one or more taxable or tax-exempt series in a total aggregate principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "Series 2023 Bonds"), (b) a general obligation bond of the City to be sold to the Mississippi Development Bank (the "Bank"), in one or more taxable or tax-exempt series, in a total aggregate principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "Series 2023 City Bond"), and/or (c) by entering into a taxable or tax-

Agenda Item No. 41
September 12, 2023
(Scott, Lumumba)

exempt loan(s) with the Bank to borrow money from the Bank in a total principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "Series 2023 Loan"). Such Series 2023 Bonds shall be issued in the form of one or more instruments. The proceeds from sale of the Series 2023 Bonds shall be used to finance the Urban Renewal Project and/or Construction Project (as defined in the Series 2023 City Bond Resolution) and contributed to the Jackson Redevelopment Authority ("JRA"), an entity established as an urban renewal agency pursuant the Urban Renewal Act, to use all or a portion of the Series 2023 Bond proceeds as a leverage loan in accordance with the financing and as authorized pursuant to the Series 2023 City Bond Resolution dated September 26, 2023 and the Series 2023 Indenture, dated the date of delivery thereof; and

WHEREAS, the Project Site, currently owned and operated by the City, will be ground leased to JRA, and JRA, acting pursuant to Sections 57-105-1 of the Mississippi Code of 1972, as amended (the "MS NMTC Act"), intends to establish a "Public Benefit Corporation" (as defined therein) (the "PBC") in order to facilitate the financing for the Construction Project and/or Urban Renewal Project utilizing federal New Markets Tax Credits Pursuant to Section 45D of the Internal Revenue Code of 1986, as amended (the "Code") and, if available, Mississippi Equity Investment Tax Credits of the MS NMTC Act. JRA will ground lease the Project Site to the PBC for purposes of financing the Construction Project and/or Urban Renewal Project pursuant to the MS NMTC Act. JRA, the City and the newly formed PCB will enter into a joint development agreement, wherein the PBC will pay turnkey development payments to the City to facilitate the cost of construction of the Project. Upon completion of the renovations, the PBC will lease back the Urban Renewal Project to the City for operations; and

WHEREAS, the Governing Body has been presented with the 2023 Urban Renewal Plan in order to improve the 2023 Urban Renewal Area, and promote the safety, health, welfare, convenience and prosperity of the City; and

WHEREAS, the Governing Body, acting for and on behalf of the City, desires, in accordance with the Urban Renewal Act, to hold a public hearing with respect to such 2023 Urban Renewal Plan and direct that publication of notice of such public hearing be provided in accordance with the Urban Renewal Act; and

WHEREAS, the Governing Body finds that the 2023 Urban Renewal Plan should be reviewed to determine if it is consistent with the City's general plan for development (the "Comprehensive Plan"); and

WHEREAS, the Governing Body, upon review of the 2023 Urban Renewal Plan by the Planning and Zoning Commission (the "Planning Commission") and the Governing Body's determination that it is consistent with the Comprehensive Plan and after holding a public hearing on the proposed approval of the 2023 Urban Renewal Plan and the 2023 Urban Renewal Project described therein in conformity with Section 43-35-13 of the Urban Renewal Act, will be authorized to approve the 2023 Urban Renewal Plan and proceed with the Urban Renewal Project; and

WHEREAS, the Project is in accordance with the provisions of the Constitution and the laws of the State of Mississippi (the "State"), is in the best interests of the citizens of the City and there are no other available funds on hand or otherwise available from regular sources to finance the Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. All statements, findings and determinations set forth in the above and foregoing recitations are hereby declared to be true and correct and are incorporated herein as facts.

SECTION 2. That the proposed the 2023 Urban Renewal Plan, attached hereto as **EXHIBIT B** and made a part hereof, is hereby acknowledged and incorporated fully herein by reference.

SECTION 3. That the real property described in **EXHIBIT A** hereto is hereby determined to be blighted in that the predominance of defective and inadequate street layout and faulty layout in relation to size, adequacy, accessibility, and usefulness of such property, and its economic disuse substantially impairs the sound growth of the City; such property as described in Exhibit A is therefore designated as an "urban renewal area" as defined in the Urban Renewal Act and appropriate for the 2023 Urban Renewal Project.

SECTION 4. That the City Clerk of the City (the "City Clerk") is hereby directed to immediately submit a true and correct copy of this Resolution and the proposed 2023 Urban Renewal Plan to the Planning Commission for its review and recommendations as to its conformity with the Comprehensive Plan for the development of the City as a whole, and further to direct that said Planning Commission recommendations and findings be submitted to the City Clerk for presentation to the Governing Body of the City within thirty (30) days after receipt of the 2023 Urban Renewal Plan as required by Section 43-35-13 of the Urban Renewal Act.

SECTION 5. That a public hearing (the "Public Hearing") shall be held with respect to the proposed 2023 Urban Renewal Plan at the regular meeting place of the Governing Body, in the City Hall of the City, located at 219 S. President Street, Jackson, Mississippi 39201, at the hour of 10:00 o'clock a.m. on October 10, 2023, or at some meeting or meetings subsequent thereto.

SECTION 6. That, in full compliance of the Urban Renewal Act, the City Clerk is hereby directed to publish, one (1) time prior to the Public Hearing date, a notice of said Public Hearing, attached heretofore as Exhibit C (the "Notice") of Public Hearing in *The Clarion Ledger* and *The Mississippi Link*, both newspapers published in and having a general circulation in the City's boundaries and the area within five miles of the City's boundaries and qualified under the provisions of Section 43-35-13 of the Urban Renewal Act.

SECTION 7. That the City Clerk of the Governing Body shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication

of this Resolution and the required Notice of Public Hearing and have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 8. If any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 9. This Resolution shall be in effect immediately upon its passage and enactment according to law, or at the earliest date of effect under law, and shall be spread upon the minutes of the Governing Body of the City.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

Councilperson _____ made the motion and Councilperson _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

COUNCILPERSON

YEA

NAY

Ashby Foote

Angelique C. Lee

Kenneth I. Stokes

Brian C. Grizzell

Vernon Hartley

Aaron Banks

Virgi Lindsay

The President of the Council then declared the resolution passes and adopted this the 12th day of September 2023.

APPROVED BY:

PRESIDENT OF THE CITY COUNCIL

MAYOR

ATTEST:

CITY CLERK

(SEAL)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET September 3, 2023

DATE


POINTS		COMMENTS
1.	Brief Description	RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI TAKING OFFICIAL ACTION TOWARDS THE APPROVAL OF THE CITY OF JACKSON, MISSISSIPPI, URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023); SETTING A PUBLIC HEARING ON SUCH URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023); AUTHORIZING AN URBAN RENEWAL PROJECT; AND FOR RELATED PURPOSES
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, 4, 5, 7
3.	Who will be affected	Students and learners statewide, tourists and visitors of the Planetarium, surrounding communities
4.	Benefits	Sets a public hearing for the Urban Renewal Plan for the Planetarium project, a step toward starting construction.
5.	Schedule (beginning date)	September 12, 2023
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7 Yes

Department of Human & Cultural Services



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

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Dr. Pamela Scott 
Department of Human and Cultural Services
Date: September 3, 2023
Subject: Urban Renewal Plan Hearing

Attached you will find a resolution for The Mayor and City Council of Jackson, Mississippi, to officially move forward with the Urban Renewal Plan focusing on the Planetarium Project for 2023, and to set a public hearing where people can share their thoughts on this plan. The resolution is also to give the official go-ahead for the project to start and are discuss other related items needed to actualize this project.

Please free to contact Mike Williams 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
4/8/23

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI TAKING OFFICIAL ACTION TOWARDS THE APPROVAL OF THE CITY OF JACKSON, MISSISSIPPI, URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023); SETTING A PUBLIC HEARING ON SUCH URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023); AUTHORIZING AN URBAN RENEWAL PROJECT; AND FOR RELATED PURPOSES** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney*



4/8/23

Date

EXHIBIT A
PROJECT SITES DESCRIPTION

PROJECT SITES DESCRIPTION

That certain tract of land situated in the City of Jackson, Mississippi, Hinds County, Mississippi, more particularly described as follows:

Located at 201 East Pascagoula Street in downtown Jackson, the planetarium is situated in one of Jackson's most vibrant cultural districts. Lamar Street runs underneath the planetarium.



EXHIBIT B

**PROPOSED URBAN RENEWAL PLAN
(CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023)**

URBAN RENEWAL PLAN

(CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023)

I. Existence of Urban Renewal Plan

This Urban Renewal Plan shall constitute an urban renewal plan of the City of Jackson, Mississippi (the "**City**"), as set forth in Mississippi Code Annotated § 43-35-13, as amended.

II. Designation of Urban Renewal Area

The City Council of the City of Jackson, Mississippi, did by Resolution of October 10, 2023, declare that certain property located in the City of Jackson, Hinds County, Mississippi area of operation and more particularly described in **EXHIBIT "A"** hereto to be blighted within the meaning of Mississippi Code Annotated § 43-35-3(i) and did designate such area as set forth in **EXHIBIT "A"** hereto as appropriate for an urban renewal project. The property described on **EXHIBIT "A"** hereto is the "Urban Renewal Area" for purposes of this Urban Renewal Plan.

III. The Urban Renewal Project

The Urban Renewal Project shall be the repairing, improving, adorning and equipping the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities located at 201 E. Pascagoula Street, Jackson, MS 39201 (the "**Urban Renewal Project**") within the City, which site shall be the property described in **EXHIBIT "A"** hereto (the "**Project Site**").

IV. Relationship to Local Objective

The Urban Renewal Project will not require a zoning change to and shall be accomplished in accordance with the city zoning ordinance and building code unless exceptions are made in accordance with law. The Urban Renewal Project will constitute an appropriate land use.

V. Ownership/Operation of Urban Renewal Project

The Project Site, currently owned and operated by the City, may be ground leased to the Jackson Redevelopment Authority ("**JRA**"), established as an urban renewal agency pursuant to Sections 43-35-1 through 43-35-37 of the Mississippi Code of 1972, as amended (the "**Urban Renewal Act**"). JRA, acting pursuant to Sections 57-105-1 of the Mississippi Code of 1972, as amended (the "**MS NMTC Act**"), intends to establish a "Public Benefit Corporation" (as defined therein)(the "**PBC**") in order to facilitate the financing for the Project utilizing federal New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986, as amended (the "**Code**") and, if available, Mississippi Equity Investment Tax Credits of the MS NMTC Act. JRA

may ground lease the Project Site to PBC for purposes of financing the Project pursuant to the MS NMTC Act. JRA, the City and the newly formed public benefit corporation may enter into a joint development agreement, wherein the PBC will pay turnkey development payments to the City to facilitate the cost of construction of the Project. Upon completion of the renovations, PBC may lease back the Urban Renewal Project to the City for operations. To provide for this Urban Renewal Project the City and JRA, as applicable, may enter the ground leases, the leaseback, the joint development agreement and/or any other agreement(s) as may be necessary with respect to the conveyance of the Project Site and the conveyance, development and operations of the Project all consistent with the provisions of the Urban Renewal Act and the MS NMTC Act.

VI. Financing

A. Pursuant to Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Bond Act**") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**"), the City may issue either (a) general obligation bonds of the City, in one or more taxable or tax-exempt series in a total aggregate principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "**Series 2023 Bonds**"), (b) a general obligation bond of the City to be sold to the Mississippi Development Bank (the "**Bank**"), in one or more taxable or tax-exempt series, in a total aggregate principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "**Series 2023 City Bond**"), and/or (c) by entering into a taxable or tax-exempt loan(s) with the Bank to borrow money from the Bank in a total principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "**Series 2023 Loan**"). Such Series 2023 Bonds shall be issued in the form of one or more instruments. The proceeds from sale of the Series 2023 Bonds may be used to provide the necessary funds for the Construction Project and/or Urban Renewal Project and may be contributed to the JRA to use all or a portion of such Series 2023 Bond proceeds as a leverage loan in accordance with the financing and as authorized pursuant to the Series 2023 City Bond Resolution dated September 26, 2023 and the Series 2023 Indenture, dated the date of delivery thereof.

VII. Ad Valorem Taxes

The Urban Renewal Project shall be fully subject to ad valorem taxation, unless exempted by further action of the City Council of the City of Jackson, Mississippi, or unless otherwise exempt under Mississippi law.

EXHIBIT "C"

FORM OF NOTICE OF PUBLIC HEARING

LEGAL NOTICE

**NOTICE OF PUBLIC HEARING ON PROPOSED
CITY OF JACKSON, MISSISSIPPI**

URBAN RENEWAL PLAN

(CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023)

NOTICE IS HEREBY GIVEN that a public hearing, pursuant to Section 43-35-13 of the Mississippi Code of 1972, as amended and supplemented from time to time, will be held by the Board of Mayor and City Council of the City of Jackson, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Jackson, Mississippi (the "**City**"), on the 10th day of October, 2023, at 10:00 o'clock a.m., Mississippi time, at the usual meeting place of the Governing Body located at the Jackson City Hall at 219 S. President Street, Jackson, Mississippi 39201, for the purpose of providing a reasonable opportunity for interested individuals to express their views, either orally or in writing, on the approval by the Governing Body, acting for and on behalf of the City, of an Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023) (the "**2023 Urban Renewal Plan**") of the City in connection with repairing, improving, adorning and equipping the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities located at 201 E. Pascagoula Street, Jackson, MS 39201(the "**2023 Urban Renewal Project**").

Upon approval of the 2023 Urban Renewal Plan, the Governing Body intends to ground lease the Project Site (as defined in the 2023 Urban Renewal Plan) to the Jackson Redevelopment Authority ("**JRA**"). JRA, acting pursuant to Sections 57-105-1 of the Mississippi Code of 1972, as amended (the "**MS NMTC Act**"), intends to establish a "Public Benefit Corporation" (as defined therein) (the "**PBC**") in order to facilitate the financing for the Construction Project and/or Urban Renewal Project utilizing federal New Markets Tax Credits Pursuant to Section 45D of the Internal Revenue Code of 1986, as amended (the "**Code**") and, if available, Mississippi Equity Investment Tax Credits of the MS NMTC Act. JRA will ground lease the Project Site to PBC for purposes of financing the Construction Project and/or Urban Renewal Project pursuant to the MS NMTC Act. JRA, the City and the newly formed public benefit corporation will enter into a joint development agreement, wherein the PBC will pay turnkey development payments to the City to facilitate the cost of construction of the Project. Upon completion of the renovations, PBC will lease back the Urban Renewal Project to the City for operations.

The Governing Body, at the above stated time and place, will hear all persons with views in favor of or opposed to the approval of the 2023 Urban Renewal Plan and the 2023 Urban Renewal Project.

Dated this the 12th day of September, 2023.

CITY OF JACKSON, MISSISSIPPI

By: /s/Angela Harris
City Clerk

Published: In *The Clarion Ledger* and *The Mississippi Link*, September 21, 2023.

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS
(CITY OF JACKSON, MISSISSIPPI
GENERAL OBLIGATION PLANETARIUM BOND PROJECT)
SERIES 2023**

Preliminary Timeline

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
S	M	T	W	T	F	S
					1	2
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Date	Action	Responsible Party**
August 22, 2023	City Adopted Intent Resolution. ¹	City/BS
August 24, 2023	Butler Snow sent Intent Resolution to Paper (<i>The Clarion Ledger</i> and Mississippi Link) for publication on August 31st, September 7th, September 14th and September 21st.	BS
September 6, 2023	Butler Snow to send proposed Urban Renewal Plan Resolution Setting a Public Hearing to City to be placed on City's September 12, 2023 city council meeting agenda. ²	BS

¹ The intent resolution shall be published once a week for at least three (3) consecutive weeks in a newspaper having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein for the issuance of the Bonds, and the last publication shall be made not more than seven (7) days prior to such date. For Thursday publication in *The Clarion Ledger*, the deadline is 2:30 pm on Monday. For Friday publication, the deadline is 2:30 pm on Tuesday. For Monday publication, the deadline is 2:30 pm on Wednesday. For Tuesday publication, the deadline is 2:30 pm on Thursday. For Wednesday publication, the deadline is 2:30 pm on Friday. *The Mississippi Link* publishes on Thursdays (deadline to get to the printer is Monday by 12:00PM). Send to jlinkads@bellsouth.net.

² Notice of Public Hearing regarding to the Urban Renewal Plan is to be published, one time at least fifteen (15) days prior to the Public Hearing date in a newspaper published in and having a general circulation in the City's boundaries and the area within five miles of the City's boundaries pursuant to Section 43-35-13.

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS
(CITY OF JACKSON, MISSISSIPPI
GENERAL OBLIGATION PLANETARIUM BOND PROJECT)
SERIES 2023**

Date	Action	Responsible Party**
September 12, 2023	City to Adopt Resolution Setting Public Hearing for <i>October 10, 2023</i> for the Planetarium Urban Renewal Plan Project in connection with the Jackson Redevelopment Authority serving as a Public Entity pursuant to the MS NMTC Act.	BS
September 12, 2023	Butler Snow to submit Urban Renewal Plan and resolution to Planning Commission for action at its <i>September 27, 2023</i> board meeting at 1:30 PM.	BS
September 13, 2023	Mississippi Development Bank to meet to grant Preliminary Approval.	City/BS
September 14, 2023	Butler Snow to send No Protest Resolution, City Bond Resolutions Sales Parameter, City BPA, Indenture and Term Sheet to City for adoption at City's September 26th meeting.	BS
September 26, 2023	City to adopt the No Protest Resolution, City Bond Resolutions Sales Parameter, City BPA, Indenture and Term Sheet.	BS
September 27, 2023	Planning Commission to meet to endorse Urban Renewal Plan before City Council Public Hearing on October 10, 2023. ³	BS
September 28, 2023	Butler Snow to send Resolution to City approving Urban Renewal Plan for City's October 10, 2023 City Council Meeting.	BS
October 10, 2023	City to hold Public Hearing regarding Urban Renewal Plan and adopt Resolution	BS

³ The Planning Commission meets every 4th Wednesday of each month at 1:30 PM at 200 S. President Street.

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS
(CITY OF JACKSON, MISSISSIPPI
GENERAL OBLIGATION PLANETARIUM BOND PROJECT)
SERIES 2023**

Date	Action	Responsible Party**
	approving Urban Renewal Plan, Ground Lease and Joint Development Agreement.	
October 11, 2023	Mississippi Development Bank Board to meet to adopt Bank Resolution, Indenture and Private Placement Agreement et al.	MDB/BB/BS/City/PFM
October 16, 2023	Compile City and MDB Transcripts i.e., minutes and executed resolutions from the meetings above.	BS/City
October 18, 2023	Send MDB/City Validation Transcript to State Bond Attorney	BS
October 20, 2023	Receive Validation Docs from State Bond Attorney	State Bond Attorney
October 23, 2023	Begin validation process by filing validation documents with the Chancery Clerk and obtaining a date for the Validation Hearing. ⁴	BS
October 31, 2023	Notice to Tax Payers for the Bank Bonds to publish in the <i>Clarion Ledger</i> .	BS
October 31, 2023	Notice to Tax Payers for the City Bond to Publish in <i>Clarion Ledger</i> .	BS
November 1, 2023	Send initial draft of Closing Documents and Certificates	BS
November 8, 2023	Re-circulate Closing Documents for Comments	BS
November 13, 2023	Pre-Close with City	City/BS/GC
November 13, 2023	Pre-Close with Bank	BS
November 13, 2023	Validation Hearing for the Bank Bonds	BS
November 13, 2023	Validation Hearing for the City Bond	BS
November 15, 2023	Close Bond Issue	All Parties

⁴ The date set for the validation hearing shall not be less than ten (10) days after the date of the order. Per Miss. Code Ann. § 31-15-5, the "Notice to Taxpayers" required that it be published at least one time in *The Clarion Ledger* not less than five (5) days (excluding Saturdays, and Holidays) prior to the date set for the hearing.

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS
(CITY OF JACKSON, MISSISSIPPI
GENERAL OBLIGATION PLANETARIUM BOND PROJECT)
SERIES 2023**

****Responsible Party**

*** Preliminary and subject to change**

City	City of Jackson, Mississippi
CA	City of Jackson, City Attorney
BS	Butler Snow LLP, as Bond Counsel
PFM	PFM Financial Advisors LLC, as Municipal Advisor
Lender	Cadence Bank, Jackson, Mississippi
WE	Watkins & Eager, as Lender's Counsel
Trustee	The People's Bank, Biloxi, Mississippi
MDB	Mississippi Development Bank
BB	Balch & Bingham LLP, as Counsel to the Mississippi Development Bank

ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that Jessica Whitlock is a suitable person to serve as Chief Deputy Clerk of the Council.

IT IS HEREBY ORDERED that Jessica Whitlock shall be appointed to serve as Chief Deputy Clerk of the Council commencing on October 1, 2023.

IT IS HEREBY ORDERED that Jessica Whitlock upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

IT IS HEREBY ORDERED that the compensation to be paid to Jessica Whitlock upon commencement of service as Chief Deputy Clerk of Council shall be \$45,753.36 excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that Jessica Whitlock's tenure as Chief Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of Jessica Whitlock as Chief Deputy Clerk of the Council.

IT IS FINALLY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of Jessica Whitlock as Chief Deputy Clerk of the Council.

Agenda Item No. 42
September 12, 2023
(S.Jordan, Banks)

ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that Michael Nickols is a suitable person to serve as Chief Deputy Clerk of the Council.

IT IS HEREBY ORDERED that Michael Nickols shall be appointed to serve as Chief Deputy Clerk of the Council commencing on October 1, 2023.

IT IS HEREBY ORDERED that Michael Nickols upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

IT IS HEREBY ORDERED that the compensation to be paid to Michael Nickols upon commencement of service as Chief Deputy Clerk of Council shall be \$45,753.36 excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that Michael Nickols' tenure as Chief Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of Michael Nickols as Chief Deputy Clerk of the Council.

IT IS FINALLY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of Michael Nickols as Chief Deputy Clerk of the Council.

43
Agenda Item No. _____
September 12, 2023
(S.Jordan, Banks)

ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that Felicia Joyner is a suitable person to serve as Chief Deputy Clerk of the Council.

IT IS HEREBY ORDERED that Felicia Joyner shall be appointed to serve as Chief Deputy Clerk of the Council commencing on October 1, 2023.

IT IS HEREBY ORDERED that Felicia Joyner upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

IT IS HEREBY ORDERED that the compensation to be paid to Felicia Joyner upon commencement of service as Chief Deputy Clerk of Council shall be \$46,842.72 excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that Felicia Joyner's tenure as Chief Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of Felicia Joyner as Chief Deputy Clerk of the Council.

IT IS FINALLY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of Felicia Joyner as Chief Deputy Clerk of the Council.

Agenda Item No. 44
September 12, 2023
(S.Jordan, Banks)

ORDER APPOINTING CHIEF DEPUTY CLERK OF THE COUNCIL FOR THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, the governing authorities for the City of Jackson passed an ordinance on December 20, 2019, which is recorded in Minute Book 6Q on pages 319-322; and

WHEREAS, the position of Chief Deputy Clerk of the Council was inherently established by the passage of the ordinance passed by the governing authorities on December 20, 2019; and

WHEREAS, after evaluating the candidate's qualifications and experience, the governing authorities for the City of Jackson have determined that Lashunda Franklin is a suitable person to serve as Chief Deputy Clerk of the Council.

IT IS HEREBY ORDERED that Lashunda Franklin shall be appointed to serve as Chief Deputy Clerk of the Council commencing on October 1, 2023.

IT IS HEREBY ORDERED that Lashunda Franklin upon commencement of service as Chief Deputy Clerk of the Council shall be a full-time employee.

IT IS HEREBY ORDERED that the compensation to be paid to Lashunda Franklin upon commencement of service as Chief Deputy Clerk of Council shall be \$55,267.76 excluding any applicable fringe benefits.

IT IS HEREBY ORDERED that Lashunda Franklin's tenure as Chief Deputy Clerk of the Council shall continue and be at the will and pleasure of the Jackson City Council.

IT IS HEREBY ORDERED that no contract shall be construed as resulting from the appointment of Lashunda Franklin as Chief Deputy Clerk of the Council.

IT IS FINALLY ORDERED that Mississippi's law concerning at will employment shall remain unchanged by the appointment of Lashunda Franklin as Chief Deputy Clerk of the Council.

Agenda Item No. 45
September 12, 2023
(S.Jordan, Banks)

