



REVISED

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

October 10, 2023

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REVEREND CALVIN DAY OF ST. JOHN MISSIONARY BAPTIST CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

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

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

3. **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."**
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, ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE # CE-21-1768 LOCATED AT 217 SYKES RD. PARCEL #626-116-1 – \$6,250.00 – WARD 6. (DOTSON, LUMUMBA)**
5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND QUALITY LANDSCAPE AND**

LAWN MAINTENANCE 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-22-463 LOCATED AT 2280 DECATUR ST PARCEL #104-155 – \$5,825.00 – WARD 3. (DOTSON, LUMUMBA)

6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES 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-22-282 LOCATED AT 2454 VERNON AVE PARCEL #837-13 – \$6,800.00 – WARD 5. (DOTSON, LUMUMBA)**
7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-410 LOCATED AT 3043 LAKEWOOD DR. PARCEL #628-376 – \$6,341.00 – WARD 6. (DOTSON, LUMUMBA)**
8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES 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-22-2523 LOCATED AT 4309 OFFICER THOMAS CATCHINGS DR PARCEL #306-129 – 5,700.00 – WARD 4. (DOTSON, LUMUMBA)**
9. **APPROVAL OF THE SEPTEMBER 26, 2023 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
10. **APPROVAL OF THE SEPTEMBER 27, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**

INTRODUCTION OF ORDINANCES

11. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROHIBITING THE PHYSICAL FOLLOWING OF JACKSON POLICE OFFICERS (OR THOSE WHO ENFORCE LAW IN THE CITY OF JACKSON). (STOKES)**

ADOPTION OF ORDINANCE

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

REGULAR AGENDA

13. **CLAIMS (MALEMBEKA, LUMUMBA)**
14. **PAYROLL (MALEMBEKA, LUMUMBA)**
15. **ORDER AMENDING ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT EXECUTION, MENTOR COMPENSATION, WORKSHOP PRESENTER COMPENSATION, AND FUNDS TRANSFER FILM JXN YOUTH SUMMER CAMP. (LUMUMBA)**
16. **ORDER RE-APPOINTING JOHN MILLER TO THE JACKSON CONVENTION AND VISITORS BUREAU AS MEMBER AT-LARGE. (LUMUMBA)**
17. **ORDER RE-APPOINTING CAROL BURGER TO THE JACKSON CONVENTION AND VISITORS BUREAU AS BUSINESS COMMUNITY REPRESENTATIVE. (LUMUMBA)**
18. **ORDER CONFIRMING THE MAYOR'S NOMINATION OF PATRICK HOUSE TO THE JACKSON CONVENTION AND VISITOR'S BUREAU. (LUMUMBA)**
19. **ORDER CONFIRMING THE MAYOR'S NOMINATION OF MENDE MALOUF TO THE JACKSON CONVENTION AND VISITOR'S BUREAU. (LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO REAPPOINTING ENRIKA TO THE CAPITAL CITY CONVENTION CENTER COMMISSION. (LUMUMBA)**
21. **ORDER REAPPOINTING ENRIKA WILLIAMS TO THE JACKSON CONVENTION AND VISITORS BUREAU AS RESTAURANT AND HOSPITALITY ASSOCIATION REPRESENTATIVE. (LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR AND MUNICIPAL OFFICIAL TO EXECUTE THE 2023 MUNICIPAL COMPLIANCE QUESTIONNAIRE REQUIRED BY THE OFFICE OF THE STATE AUDITOR FOR STATE OF MISSISSIPPI. (MALEMBEKA, LUMUMBA)**
23. **ORDER AUTHORIZING PAYMENT OF \$61,880.40 TO THE MISSISSIPPI MUNICIPAL LEAGUE FOR THE DEPARTMENT OF ADMINISTRATION ANNUAL MEMBERSHIP DUES FOR 2023-2024. (MALEMBEKA, LUMUMBA)**
24. **ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF POLICE CHIEF FROM RANGE 38 TO RANGE 50; ASSISTANT POLICE CHIEF FROM RANGE 102 TO RANGE 43; DEPUTY POLICE CHIEF FROM RANGE 101 TO 38; IDENTIFICATION TECHNICIAN FROM RANGE 16 TO 21; PERSONNEL REPRESENTATIVE FROM RANGE 19 TO 23; POLICE RECORDS MANAGER FROM RANGE 24 TO 28; POLICE RECORDS TECHNICIAN FROM RANGE 12 TO 19; ANIMAL CONTROL OFFICER FROM RANGE 12 TO 19; CRIMINALIST I**

FROM RANGE 20 TO 25; SOCIAL WORKER FROM RANGE 18 TO RANGE 25; INVENTORY CONTROLLER FROM RANGE 16 TO RANGE 21; AND SENIOR SHELTER ATTENDANT FROM RANGE 10 TO RANGE 19. (MARTIN, LUMUMBA)

25. **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, APPROVING AND ADOPTING THE URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023); PROVIDING FOR THE IMPLEMENTATION OF SUCH PLAN, AND FOR RELATED PURPOSES. (SCOTT, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXPEND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS) (DOTSON, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY ENTITLED PILOT PROGRAM FOR TRANSIT ORIENTED DEVELOPMENT PLANNING IN THE AMOUNT OF \$2,000,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS. (DOTSON, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF REVENUE REQUESTING THAT CERTAIN AREAS OF DOWNTOWN BE DESIGNATED AS AN ENTERTAINMENT DISTRICT. (DOTSON, LUMUMBA)**
29. **RESOLUTION RATIFYING THE MAYOR'S TO EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION REGARDING STATE PROJECT ERBR-25-250(03) (MARTIN LUTHER KING, JR. DRIVE BRIDGE) AND RATIFYING THE DESIGNATION OF ELMORE MOODY, P.E., AS THE ENGINEER OF RECORD FOR SAID PROJECT. (R.LEE, LUMUMBA)**
30. **ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIRS FROM EMPIRE TRUCK SALES, LLC AND AUTHORIZING PAYMENT TO EMPIRE TRUCK SALES, LLC FROM THE DEPARTMENT OF PUBLIC WORKS. (R.LEE, LUMUMBA)**
31. **ORDER RATIFYING PROCUREMENT OF REPAIRS AND SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (R.LEE, LUMUMBA)**
32. **ORDER RATIFYING A CONTRACT RELATED TO THE EMERGENCY REPAIRS TO THE ARTS CENTER OF MISSISSIPPI IN PREPARATION FOR THE U.S.A. INTERNATIONAL BALLET COMPETITION. (R.LEE, LUMUMBA)**
33. **ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIRS FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FROM THE DEPARTMENT OF PUBLIC WORKS. (R.LEE, LUMUMBA)**
34. **ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH**

CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401. (R.LEE, LUMUMBA)

35. **ORDER AUTHORIZING THE MAYOR TO TERMINATE THE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C450i DIGITAL COPIER BEING USED BY THE DEPARTMENT OF PUBLIC WORKS WATER/SEWER UTILITIES DIVISION. (R.LEE, LUMUMBA)**

DISCUSSION

36. **DISCUSSION: JOSEPH HOLIDAY- MAN UP! STAND UP! (STOKES)**
37. **DISCUSSION: WARD BOUNDARIES (HARTLEY)**
38. **DISCUSSION: UPDATE ON PUBLIC WORKS' RIGHT OF WAY PROGRAM (HARTLEY)**
39. **DISCUSSION: THE MANDATORY DUTY OF THE CITY COUNCIL TO REDDISTRICT THE MUNICIPALITY - MS STATE ANNOTATED SECTION 21-8-7(BANKS)**
40. **DISCUSSION: GARBAGE RFP (FOOTE)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

41. **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

Public Hearing

2

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

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

WHEREAS, LaRita Cooper Stokes was the first black female County Court Judge to be elected in Hinds County, Jackson, Mississippi; and

WHEREAS, Cooper-Stokes represented District 2 in the county court, she was also a former member of the Jackson City Council, serving Ward 3 representative from 2012 to 2014; and

WHEREAS, Cooper-Stokes was a licensed attorney for almost 38 years, was a graduate from Thurgood Marshall School of Law at Texas Southern University. She was a longstanding public servant within Hinds County and the City of Jackson.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, STATE OF MISSISSIPPI, hereby honorary renames Reverend Dr. Martin Luther King Jr. Drive, from Woodrow Wilson Avenue to Maple Street to Judge LaRita Cooper Stokes Drive.

Agenda Item No. 2
October 10, 2023
(STOKES)

Consent

Agenda

4

AM 9/20/23

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-21-1768 LOCATED AT 217 SYKES RD. PARCEL #626-116-1 – \$6,250.00 – WARD 6

WHEREAS, on August 29, 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 June 6, 2023, for case CE-21-1768 located at 217 Sykes Rd. parcel #626-116-1 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 217 Sykes Rd. and

WHEREAS, Four Seasons Enterprises LLC submitted the lowest bid of \$6,250.00; 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 217 Sykes Rd. in an amount not to exceed \$6,250.00; and

WHEREAS, Four Seasons Enterprises LLC has a principal office located at 4612 Medgar Evers Boulevard, Jackson, Mississippi 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 217 Sykes Rd. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,250.00 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

08/30/2023
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	\$6,250.00							
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: 9/7/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Four Seasons Enterprises LLC 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-21-1768.

Thank you for your prompt consideration in this matter.

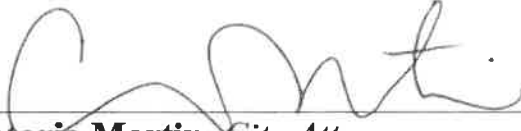
Office of the City Attorney

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

APL 9/20/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND QUALITY LANDSCAPE AND LAWN MAINTENANCE 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-21-1768 LOCATED AT 217 SYKES RD. PARCEL #626-116-1 - \$6,250.00 – WARD 6** is legally sufficient for placement in NOVUS Agenda.



Cateria Martin, *City Attorney*

Kriste Metcalfe, *Deputy City Attorney*



9/20/23
Date

5

Consent Agenda # 5
October 10, 2023
Dotson, Lumumba
9/20/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND QUALITY LANDSCAPE AND LAWN MAINTENANCE 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-22-463 LOCATED AT 2280 DECATUR ST PARCEL #104-155 – \$5,825.00 – WARD 3

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-22-463 located at 2280 Decatur St. parcel #104-155 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 2280 Decatur St. and

WHEREAS, Quality Landscape and Lawn Maintenance Inc. submitted the lowest bid of \$5,825.00; 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, Quality Landscape and Lawn Maintenance, Inc. through its representative, Eric Kelly, 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 2280 Decatur St. in an amount not to exceed \$5,825.00; and

WHEREAS, Quality Landscape and Lawn Maintenance Inc. has a principal office located at 133 Park Circle Jackson, MS 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 Quality Landscape and Lawn Maintenance Inc. to demolish the structure and remedy conditions on the property located at 2280 Decatur St. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to \$5,825.00 shall be paid to Quality Landscape and Lawn Maintenance 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.								
	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 3								
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION								
8.	COST	\$ 5,825.00								
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: 9/6/2023

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Quality Landscape and Lawn Maintenance 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-22-463

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
9/20/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND QUALITY LANDSCAPE AND LAWN MAINTENANCE 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-22-463 LOCATED AT 2280 DECATUR ST PARCEL #104-155 - \$5,825.00 – WARD 3** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kriste Metcalfe, *Deputy City Attorney*



9/20/23
Date

6

OFFICE OF THE CITY CLERK
JACKSON, MISSISSIPPI
10/10/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES 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-22-282 LOCATED AT 2454 VERNON AVE PARCEL #837-13 – \$6,800.00 – 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 28, 2023 for case #CE-22-282 located at 2454 Vernon Ave. parcel #837-13 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 2454 Vernon Ave. and

WHEREAS, TriArc Management Services LLC, submitted the lowest bid of \$6,800.00; 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 TriArc Management Services LLC through its representative, Stacey Stowers, 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 2454 Vernon Ave. in an amount not to exceed \$6,800.00; and

WHEREAS, TriArc Management Services LLC, Inc. has a principal office located at 644 E. Rhinewalt Road Lena, MS 39094, 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 TriArc Management Services LLC to demolish the structure and remedy conditions on the property located at 2454 Vernon Ave. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to \$6,800.00 shall be paid to TriArc Management Services 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 5						
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	\$6,800.00						
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-22-282

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
9/14/2016

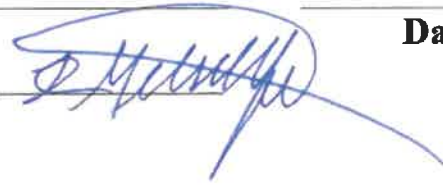
OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES LLC TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-282 LOCATED AT 2454 VERNON AVE PARCEL #837-13 - \$6,800.00 – WARD 5 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



Date

7

OFFICE OF THE CITY ATTORNEY
APPROVED
9/14/23

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-22-410 LOCATED AT 3043 LAKEWOOD DR. PARCEL #628-376 – \$6,341.00 – WARD 6

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 March 21, 2023 for case #CE-22-410 located at 3043 Lakewood Dr. parcel #628-376 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 3043 Lakewood Dr. and

WHEREAS, Love Trucking Co., Inc. submitted the lowest bid of \$6,341.00; 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 3043 Lakewood Dr. in an amount not to exceed \$6,341.00; 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 3043 Lakewood Dr. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$6,341.00 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

08/11/2023
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 6	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION	
8.	COST	\$6,341.00	
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 ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director
Department of Planning and Development

Date: 8/16/2023

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-22-410

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

FILED
9/19/23
CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTACT 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 CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-410 LOCATED AT 3043 LAKEWOOD DR. PARCEL #628-376 - \$6,341.00 – WARD 6 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



9/19/23
Date

8

OFFICE OF THE CITY CLERK
JACKSON, MISSISSIPPI
10/10/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES 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-22-2523 LOCATED AT 4309 OFFICER THOMAS CATCHINGS DR PARCEL #306-129 – 5,700.00 – WARD 4

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 March 21, 2023 for case #CE-22-2523 located at 4309 Officer Thomas Catchings Dr. Parcel #306-129 in Ward 4 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 4309 Officer Thomas Catchings Dr. and

WHEREAS, TriArc Management Services LLC, submitted the lowest bid of \$5,700.00; 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, TriArc Management Services LLC through its representative, Stacey Stowers, 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 4309 Officer Thomas Catchings in an amount not to exceed 5,700.00; and

WHEREAS, TriArc Management Services LLC, has a principal office located at 644 E. Rhinewalt Road Lena, MS 39094, 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 TriArc Management Services LLC to demolish the structure and remedy conditions on the property located at 4309 Officer Thomas Catchings Dr. deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to \$5,700.00 shall be paid to TriArc Management Services 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.						
	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 4						
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION						
8.	COST	\$5,700.00						
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 WAIVER WAIVER WAIVER WAIVER	yes ___ yes ___ yes ___ yes ___ yes ___	no ___ no ___ no ___ no ___ 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-22-2523

Thank you for your prompt consideration in this matter.

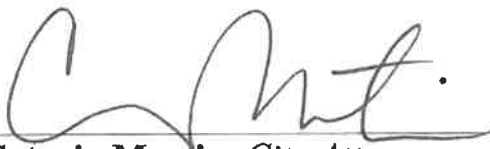
Office of the City Attorney

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
9/19/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTACT BETWEEN THE CITY OF JACKSON AND TRIARC MANAGEMENT SERVICES, LLC TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-2523 LOCATED AT 4309 OFFICER THOMAS CATCHINGS DR PARCEL #306-129 - \$5,700.00 – WARD 4** is legally sufficient for placement in NOVUS Agenda.



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

9/19/23

Date



9

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 26, 2023 10:00 A.M.**

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 September 26, 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, Ward 6, Council President; Angelique Lee, Vice-President, Ward 2; Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar, Lumumba, Mayor; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

* * * * *

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

* * * * *

The invocation was offered by **Pastor Robert Berry of Word of Life – Poindexter**.

* * * * *

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

* * * * *

Note: Council Member Grizzell joined the meeting.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND QUALITY LANDSCAPE AND LAWN MAINTENANCE, INC. 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-21-1528 LOCATED AT 2241 DECATUR STREET – PARCEL #104-138 – \$5,500.00.

WHEREAS, the State of Mississippi received 2241 Decatur Street 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 June 22, 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-21-1528 located at 2241 Decatur Street parcel #104-138 in Ward 3 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, Quality Landscape and Lawn Maintenance, Inc. submitted the lowest bid and through its Member, Eric Kelly, has agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove a 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 2241 Decatur Street for the sum of \$5,500.00; and

WHEREAS, Quality Landscape and Lawn Maintenance, Inc. has a principal office address of 133 Park Circle Jackson, Mississippi 39212 according to the information appearing on the Mississippi Secretary of State’s website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Quality Landscape and Lawn Maintenance, Inc. 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 2241 Decatur Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,500.00 shall be paid to Quality Landscape and Lawn Maintenance, Inc. for the services provided from funds budgeted for the Division.

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

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

* * * * *

APPROVAL OF THE AUGUST 29, 2023 REGULAR COUNCIL MEETING MINUTES.

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

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

* * * * *

APPROVAL OF THE AUGUST 31, 2023 PUBLIC HEARING/SPECIAL COUNCILMEETING MINUTES.

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

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

* * * * *

APPROVAL OF THE SEPTEMBER 7, 2023 SPECIAL COUNCIL MEETING MINUTES.

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

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

* * * * *

APPROVAL OF THE SEPTEMBER 12, 2023 REGULAR COUNCIL MEETING MINUTES.

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

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

Absent – Stokes.

* * * * *

APPROVAL OF THE SPETEMBER 18, 2023 ZONING MEETING MINUTES.

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

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

Nays – None.

Absent – Stokes.

* * * * *

Note: Council Member Stokes joined the meeting.

* * * * *

There came on for Introduction Agenda Item No. 9:

ORDINANCE CLOSING AND VACATING A PORTION OF UNIMPROVED AND UNNAMED ALLEYS IN CLOVERHILL SUBDIVISION IN FAVOR OF THE ABUTTING LANDOWNER. President Banks requested that the Council suspend the rules to adopt said item.

President Banks recognized **Council Member Stokes** moved, seconded by **Council Member Hartley**, to suspend the rules to make said item effective immediately. The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

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

ORDINANCE CLOSING AND VACATING A PORTION OF UNIMPROVED AND UNNAMED ALLEYS IN CLOVERHILL SUBDIVISION IN FAVOR OF THE ABUTTING LANDOWNER.

WHEREAS, Damian Murriel, hereinafter referred to as “Petitioner”, petitioned the City of Jackson, Mississippi to close and vacate portions of platted but unimproved and unnamed alleys north of Block 11 Lots 1, 2, 3, and 4 of Clover Hill subdivision and between Block 6 Lots 21 and 22 of Clover Hill subdivision, hereinafter referred to as “Street”, located in the City of Jackson, First Judicial District, Hinds County, Mississippi; and

WHEREAS, the Petitioner presented his petition pursuant to Section 110-5 of the Jackson Code of Ordinances; and

WHEREAS, the Petitioner is the owner of all property abutting the Street on both sides, and has, at his own expense, furnished the City of Jackson with a survey plat; and

WHEREAS, the Site Plan Review Committee of the City of Jackson reviewed the petition to close and vacate the Street on August 3, 2023, and approved the petition on September 12, 2023; and

WHEREAS, the City Council finds that the Street sought to be closed and vacated is no longer needed as a public thoroughfare and will not be needed as a public thoroughfare in the foreseeable future.

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

SECTION 1. The herein described portion of an unnamed alley constitutes a publicly dedicated right-of-way, with said right-of-way being described as follows:

20.00 feet alley, lying between the North line of Lots 1,2,3 and 4 of Block 11 and South line of Lots 21 and 22, of Block 6 of and that certain 10.00 feet alley, lying between East line of Lots 21 and the West line of Lot 22, of Block 6 of all in Clover Hill Subdivision, 0.117 ACRE PARCEL.

Begin at a set iron pin on the east right-of-way line of Brown Street, marking the northwest corner of Lot 1 of Block 11, and the southwest corner of a 20.00 feet alley, (not opened) in Clover Hill Subdivision, according to a map or plat thereof on file and of record in plat book 2 at page 17 in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi, reference to which is hereby made in aid of and as a part of this description, and run thence NORTH for a distance of 20.00 feet along said east right-of-way line of Brown Street to a set ½ inch rebar marking the southwest corner of Lot 21 of Block 6 of said Clover Hill Subdivision; Run thence EAST for a distance of 110.00 feet, along the south line of Lot 21 of Block 6 and the north line of said 20.00 feet alley to a set ½ inch rebar marking the southeast corner of Lot 21, Block 6 and the southwest corner of a 10.00 feet alley; Run thence NORTH for a distance of 50.00 feet along the east line of said Lot 21, Block 6 and west line of said 10.00 feet alley to a set ½ inch rebar marking the Northeast corner of Lot 21 of Block 6 of Clover Hill Subdivision; Run thence EAST for a distance of 10.00 feet to a set ½ inch rebar on the east line of said 10.00 feet alley and the west line of Lot 22 of Block 6 of Clover Hill Subdivision; Run thence SOUTH for a distance of 50.00 feet along the east line of said 10.00 feet alley and the west line of Lot 22 Block 6 to a set ½ inch rebar marking the southwest corner of Lot 22 of Block 6, and the north line of said 20.00 feet alley; Run thence EAST for a distance of 110.00 feet along the south line of Lot 22 of Block 6 and the north line of said 20.00 feet alley to a set ½ inch rebar marking the southeast corner of Lot 22, Block 6 on the west right-of-way line of Holmes Avenue; Run thence SOUTH for a distance of 20.00 feet along said west right-of-way line of Holmes Avenue to a set ½ inch rebar marking the northeast corner of Lot 4 of Block 11, of Clover Hill Subdivision and the south line of said alley; Run thence WEST for a distance of 230.00 feet along the north line of Lots, 4,3,2, and 1 of Block 6 of Clover Hill Subdivision and the south line of said alley to the POINT OF BEGINNING.

The above described parcel of land described that certain 20.00 feet alley running East and West, lying between Lots, 1,2,3, and 4 of Block 11 and Lots 21 and 22, of Block 6 of and that certain 10.00 feet alley running North and South, lying between Lots 21 and 22, of Block 6 of all in Clover Hill Subdivision, according to a map or plat thereof on file and of record in plat book 2 and page 17 in the office of the Chancery Clerk of Hinds County, City of Jackson, Hinds County, Mississippi and contains 0.117 acres, more or less.

SECTION 2. Pursuant to operation of law, a certified copy of this Ordinance shall serve to convey, quitclaim, and release the City's right, title, and interest in and to said right-of-way, as herein described, to the abutting landowners of record.

SECTION 3. The conveyance of said right-of-way is subject to any dedications, limitations, restrictions, reservations, or easements of record.

SECTION 4. The Petitioners shall assume all responsibility and liability for the herein described right-of-way.

SECTION 5. The herein described right-of-way is hereby closed and vacated.

SECTION 6. The Director of the Department of Public Works is hereby authorized and directed to indicate the closing and vacation of the herein described portion of the Street on the official map of the City of Jackson.

SECTION 7. Any and all ordinances of the City of Jackson, or any parts of ordinances, in conflict herewith shall be, and the same are hereby, repealed.

SECTION 8. The cost of publication of this Ordinance shall be borne by the Petitioner.

SECTION 9. This Ordinance shall be effective thirty (30) days after passage and after publication by the Municipal Clerk.

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

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

Nays – None.

Absent – None.

* * * * *

ORDER APPROVING CLAIMS NUMBER 29340 to 29400 APPEARING AT PAGES 700 TO 726 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$6,730,366.48 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29340 to 29400 appearing at pages 700 to 726, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$6,730,366.48 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	2,288,035.61
SEIZURE & FORF PROP-STATE	20,520.00
SEIZURE & FORF PROP-FED	49,666.67
TECHNOLOGY FUND	43,549.56
PARKS & RECR. FUND	26,561.90
LANDFILL/SANITATION FUND	154,553.27
STATE TORT CLAIMS FUND	2,936.55
WATER/SEWER OP & MAINT FUND	26,140.37
WATER/SEWER CAPITAL IMPR FUND	98,177.90
EMPLOYEES GROUP INSURANCE FUND	215,221.43
PAYROLL FUND	264.08
HOUSING COM DEV ACT (CDBG) FD	29,080.12
EMERGENCY SHELTER GRANT (ESG)	29,041.67
UNEMPLOYMENT COMPENSATION REVO	2,466.94
HOME PROGRAM FUND	1,258.10
H O P W A GRANT – DEPT OF HUD	369.12
TITLE III AGING PROGRAMS	57,329.00
INFRASTRUCTURE BOND 2020 \$32M	239,773.94
1% INFRASTRUCTURE TAX	54,348.08
TRANSPORTATION FUND	1,378,812.07
JXN CONVENTION & VISITORS BUR	285,746.83
RESURFACING – REPAIR & REPL. FD	53,521.33
P E G ACCESS – PROGRAMMING FUND	30.68
SIEMENS SETTLEMENT ACCOUNT	1,157,692.45
PLANNING AND DEV GRANTS	583.84
CDBG COVID CARES	18,058.21
ZOOLOGICAL PARK	15,311.48
LIBRARY FUND	9,453.50

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 26, 2023 10:00 A.M.**

885

DFA – THALIA MARA HALL \$2M	32,394.35
MDOT – ERBR PROJECTS	307,972.43
2020 GO PLANETARIUM BOND \$7.5M	58,170.00
CFO-EXTERNAL FUNDING	73,325.00
TOTAL	<u>\$6,730,366.48</u>

Vice President Lee moved adoption; Council Member Grizzell seconded.

President Banks recognized Fidelis Malembeka, Chief Financial Officer, who provided an overview of larger claims at the request of President Banks.

President Banks recognized Catoria Martin, City Attorney, who recommended an amendment adding two (2) payments in the amount of \$4,991.00 and \$18,360.00 to Sunbelt Fire Apparatus Inc.

Council Member Lindsay moved; seconded by Vice President Lee, to amend Claims to reflect the changes as stated by Catoria Martin, City Attorney. The motion prevailed by the following vote:

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

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

ORDER APPROVING CLAIMS NUMBER 29340 to 29400 APPEARING AT PAGES 700 TO 726 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$6,753,717.48 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29340 to 29400 appearing at pages 700 to 726, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$6,753,717.48 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	2,288,035.61
SEIZURE & FORF PROP-STATE	20,520.00
SEIZURE & FORF PROP-FED	49,666.67
TECHNOLOGY FUND	43,549.56
PARKS & RECR. FUND	26,561.90
LANDFILL/SANITATION FUND	154,553.27
STATE TORT CLAIMS FUND	2,936.55
WATER/SEWER OP & MAINT FUND	26,140.37
WATER/SEWER CAPITAL IMPR FUND	98,177.90
EMPLOYEES GROUP INSURANCE FUND	215,221.43
PAYROLL FUND	264.08
HOUSING COM DEV ACT (CDBG) FD	52,431.12
EMERGENCY SHELTER GRANT (ESG)	29,041.67

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 26, 2023 10:00 A.M.**

886

UNEMPLOYMENT COMPENSATION REVO	2,466.94
HOME PROGRAM FUND	1,258.10
H O P W A GRANT – DEPT OF HUD	369.12
TITLE III AGING PROGRAMS	57,329.00
INFRASTRUCTURE BOND 2020 \$32M	239,773.94
1% INFRASTRUCTURE TAX	54,348.08
TRANSPORTATION FUND	1,378,812.07
JXN CONVENTION & VISITORS BUR	285,746.83
RESURFACING – REPAIR & REPL. FD	53,521.33
P E G ACCESS – PROGRAMMING FUND	30.68
SIEMENS SETTLEMENT ACCOUNT	1,157,692.45
PLANNING AND DEV GRANTS	583.84
CDBG COVID CARES	18,058.21
ZOOLOGICAL PARK	15,311.48
LIBRARY FUND	9,453.50
DFA – THALIA MARA HALL \$2M	32,394.35
MDOT – ERBR PROJECTS	307,972.43
2020 GO PLANETARIUM BOND \$7.5M	58,170.00
CFO-EXTERNAL FUNDING	73,325.00

TOTAL **\$6,753,717.48**

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

Nays – Banks, Hartley and Stokes.

Absent – None.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 29340 TO 29400 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 29340 to 29400 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$95,737.01 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		2,410,927.92
PARKS & RECR FUND		105,318.39
LANDFILL FUND		25,620.37
SENIOR AIDES		3,440.23
WATER/SEWER OPER & MAINT		89,793.48
PAYROLL	\$95,737.01	
HOUSING COMM DEV		8,894.73
TITLE III AGING PROGRAMS		5,975.16
TRANSPORTATION FUND		18,433.75
PEG ACCESS-PROGRAMMING FUND		5,463.72
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		32,902.65
AMERICAN RESCUE PLAN ACT 2021		253.38

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 26, 2023 10:00 A.M.**

887

NLC-MUNICIPAL REIMAGINING COMM	5,738.67
TOTAL	\$2,720,168.16

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

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

Nays – None.

Absent – None.

* * * * *

ORDER RATIFYING AND AUTHORIZING THE PETTY CASH FUND FOR THE DEPARTMENT OF ADMINISTRATION FOR THE REMAINING OF FISCAL YEAR 2022-2023.

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" 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).

WHEREAS, the Office of Finance recommends the governing authorities for the city of Jackson authorize a petty cash fund not to exceed \$150,000.00, which is the budgeted amount, to pay for travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments; and

WHEREAS, the reason for establishing the fund is to allow for the Office of Finance to keep sufficient funds in the Petty Cash account for expenses for the Mayor, City Council, and all City employees; and

WHEREAS, the Controller and Assistant Controller will be designated at the custodian of said funds for the Office of Finance; and

WHEREAS, the Petty Cash Fund has a depository account at Cadence Bank; and

WHEREAS, the State Auditor's Office petty cash funds regulations require the governing authorities to authorize the petty cash funds on an annual basis, and the custodian of the petty cash fund must be bonded and will be responsible at all times for the funds and purchases of the petty cash fund; and

WHEREAS, the Office of Finance recommends that the governing authorities for the city of Jackson ratify and authority the petty cash fund in an amount not to exceed \$150,000 for 2022-2023 fiscal year to cover the cost of travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments.

IT IS, THEREFORE, ORDERED and hereby ratified that a petty cash fund not to exceed \$150,000, which is a budgeted amount, be established for the Office of Finance to pay for travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments.

Council Member Grizzell moved adoption.

Note: Said item died due to the lack of a second.

* * * * *

ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF FIRE CHIEF FROM RANGE 38 TO 50; ASSISTANT FIRE CHIEF FROM RANGE 94 TO 43; DEPUTY FIRE CHIEF FROM RANGE 93 TO 38 AND DIVISION FIRE CHIEF FROM RANGE 92 TO 35.

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the Department of Human Resources conducted a salary survey on the classification of: Fire Chief; Assistant Fire Chief; Deputy Fire Chief and Division Fire Chief and;

WHEREAS, salary survey was conducted on the classifications and inquires sent to: Savannah, Georgia; Baton Rouge, Louisiana and Little Rock, Arkansas; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position of Fire Chief was within the range of \$131,428.36-\$158,741.028; Assistant Fire Chief was within the range of \$82,478.82-\$101,412.74; Deputy Fire Chief was within the range of \$76,354.19-\$90,547.78; and Division Fire Chief was within the range of \$64,894.47-83,021.43; and

WHEREAS, the Fire department classifications with the exception of the Fire Chief pay ranges begin at ranges 85 through pay range 94; and

WHEREAS, pay range 94 salary is: \$62,068.80-\$74,792.28; and

WHEREAS, pay range 94 is not feasible for accommodating recommended salary changes for the position of Fire Chief, Assistant Fire Chief, Deputy Fire Chief and Division Fire Chief; and

WHEREAS, the compensation plan adopted by the Jackson City Council on September 22, 1998 does have pay ranges which will accommodate the salary increases, and it is recommended that the existing pay ranges be sued to accommodate the salary increases; and

WHEREAS, it is recommended that the range established for the Fire Chief be modified to range 50 with annual salary of \$105,758.99-\$128-511.92; and

WHEREAS, it is recommended that the range established for the Assistant Fire Chief be modified to range 43 with annual salary of \$75, 614.80-\$91,784.09; and

WHEREAS, it is recommended that the range established for Deputy Fire Chief be modified to range 38 with annual salary of \$73,148.44-\$88,646.24; and

WHEREAS, it is recommended that the range established for Division Fire Chief be modified to range 35 with annual salary of \$63,486.92-\$76,873.56; and

WHEREAS, the Fire Department has sufficient monies in its budget to cover the recommended pay range increases.

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended as follows:

- (a) the range established for the Fire Chief shall be modified to range 50 with annual salary of \$105,758.99-\$128-511.92;
- (b) the range established for Assistant Fire Chief shall be modified to range 43 with annual salary of \$75, 614.80-\$91,784.09;
- (c) the range established for Deputy Fire Chief shall be modified to range 38 with annual salary of \$73,148.44-\$88,646.24;

(d) the range established for Division Fire Chief shall be modified to range 35 with annual salary of \$63,486.92-\$76,873.56; and

IT IS FURTHER ORDERED that the pay plan amendments stated shall become effective October 1, 2023.

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

President Banks recognized **Fidelis Malembeka, Chief Financial Officer**, 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 THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFERS INC. TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS.

WHEREAS, the City of Jackson has a need for temporary staffing services for various City Departments; and

WHEREAS, the Department of Human Resources is responsible for securing temporary staffing services for all City Departments; and

WHEREAS, representatives from City Departments will notify the Department of Human Resources when they need temporary staffing services; and

WHEREAS, the Department of Human Resources sends a request to temporary agencies when there is a need for services; and

WHEREAS, the request includes the requesting Department, classification title, duties, quote and schedule; and

WHEREAS, the Department of Human Resources selects the agency with the lowest quote; and

WHEREAS, Staffers will provide the City of Jackson on request with qualified temporary staffing services for the classification specifications; and

WHEREAS, Staffers has an office located at 1437 Old Square Road, Suite 1007, Jackson, Mississippi; and

WHEREAS, Staffers submitted a rate sheet for the temporary positions provided to the City of Jackson as follows: General Office Clerk \$13.00/hour; Data Entry Clerk \$16.20/hour Receptionist \$16.20/hour; Administrative Assistant \$17.55/hour; Accounting Clerk \$17.55/hour Legal Secretary; \$19.50/hour and Paralegal \$19.50/hour; and

WHEREAS, Staffers will submit time sheets documenting the time worked and invoices to the City for services performed by assigned employees on a weekly basis, and the City will remit payment within 30-45 days consistent with the statute for timely payment by governmental entities; and

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon; and

WHEREAS, Staffers will recruit, screen, interview, hire, and assign its employees to perform the work under the supervision of the City of Jackson and will be responsible for paying the assigned employees' wages and provide them with the benefits Staffers offers to them; and

WHEREAS, Staffers will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers compensation benefits and handle unemployment and workers' compensation claims involving the assigned employees; and

WHEREAS, Staffers will comply with federal, state and local labor and employment laws applicable to assigned employees including the Immigration Reform and Control Act of 1986, the Internal Revenue Code, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act, the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, the American with Disabilities Act, the Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, and the Patient Protection and Affordable Care Act; and

WHEREAS, Staffers will comply with all provisions of the Affordable Care Act applicable to assigned employees, including the employer shared responsibility provisions related to the offer of minimum essential coverage to "full-time" employees as those terms are defined in the United States Code and related regulations and the applicable employer information reporting provisions set forth in the United States Code and related regulations; and

WHEREAS, Staffers will have the right to physically inspect the work site and work processes to review and address unilaterally or in coordination with the City work performance issues of the assigned employee and to enforce Staffers' employment policies related to the assigned employees conduct at the worksite; and

WHEREAS, the City will properly supervise the assigned employee performing its work and be responsible for its business operations, products, services, and intellectual property; and

WHEREAS, the City will supervise, control, and safeguard its premises, processes, or systems and not permit assigned employees to operate any vehicle or mobile equipment or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Staffers' express prior written approval or as strictly required by the job description provided to Staffers; and

WHEREAS, the City will not change the assigned employees job duties without Staffers' express prior written approval; and

WHEREAS, the City will exclude assigned employees from its benefit plans, policies, and practices and not make any offer or promise relating to the assigned employee's compensation and benefits; and

WHEREAS, the City and Staffers agree to hold confidential information in strict confidence and not disclose the information to third parties or use the information for any purpose other than performing the Agreement as required; and

WHEREAS, knowledge, possession or use of the City's information will not be imputed to Staffers as a result of an assigned employee having access to the information; and

WHEREAS, the terms of the agreement will be considered severable, such that if any provision or clause which conflicts with existing or future law or may not be given full effect because of the law, no other provision that can operate without the conflicting provision or clause will be affected; and

WHEREAS, neither party will be responsible for failure or delay in performance of the agreement if the delay in performance is due to labor disputes, strikes, fire, riot, war, terrorism, Acts of God or other causes beyond the control of the nonperforming party; and

WHEREAS, Staffers will provide proof of liability and workers compensation coverage upon request of the City.

IT IS HEREBY ORDERED that the Mayor be authorized to execute a contract with Staffers for the purposes stated in this Order.

IT IS FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to implement the contract described in this Order.

IT IS FURTHER ORDERED that payment for the services provided after the contract has been executed may be made to Staffers.

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

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

Nays – None.

Absent – None.

* * * * *

ORDER ACCEPTING THE PROPOSAL OF BERKSHIRE HATHAWAY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE.

WHEREAS, Section 125-15-101 of the Mississippi Code authorizes a municipality to negotiate and secure for all or specified groups of employees and their dependents a policy or policies of insurance covering the health as well as a group contract or contracts covering hospital, and or medical and or surgical services or benefits of employees and their dependents as may desire; and

WHEREAS, the City of Jackson has a self-funded health insurance program and provides coverage at no cost to municipal employees but not the dependents of municipal employees or retirees; and

WHEREAS, dependents of municipal employees and retirees do pay a premium for coverage; and

WHEREAS, the rising cost of healthcare services and pharmaceuticals pose significant risk to the City as a self-insurer; and

WHEREAS, the best interest of the City of Jackson would be served by limiting its exposure for healthcare cost; and

WHEREAS, procurement of excess risk coverage would minimize the City's exposure for payment of healthcare services and pharmaceuticals; and

WHEREAS, the Department of Human Resources received quotes from nine carriers interested in providing excess risk insurance for single and family coverage for active and retired employees participating in the City of Jackson's self-funded health insurance plan for the 2024 Plan Year; and

WHEREAS, Fisher Brown Bottrell, on behalf of Berkshire Hathaway, submitted a proposal to renew with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

- Renewal:** Contract Basis 12/15
- Individual Specific Deductible \$ 350,000.00
- Specific Maximum Per Contract Period Unlimited
- Single Premium \$28.60
- Family Premium \$71.50
- Annual Premium \$649,163.00

WHEREAS, Fisher Brown Bottrell, on behalf of Voya, submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 1: Contract Basis 12/15
Individual Specific Deductible \$350,000.00
Specific Maximum per Contract Period Unlimited
Single Premium \$33.01
Family Premium \$76.26
Annual Premium \$716,407.00

WHEREAS, FISHER BROWN BOTTRELL, on behalf of HCC, submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 2: Contract Basis 12/15
Individual Specific Deductible \$ 350,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$26.93
Family Premium \$93.99
Annual Premium \$751,088.00

WHEREAS, FISHER BROWN BOTTRELL, on behalf of QBE, submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 3: Contract Basis 12/15
Individual Specific Deductible \$ 350,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$30.98
Family Premium \$99.94
Annual Premium \$821,122.00

WHEREAS, Fisher Brown Bottrell, on behalf of Sun Life submitted a preliminary quote with one (1) option based on single enrollment of 966 and family enrollment of 564 as follows:

Option 4: Contract Basis 12/15
Individual Specific Deductible \$ 350,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$35.51
Family Premium \$109.37
Annual Premium \$914,006.00

WHEREAS, Fisher Brown Bottrell, on behalf of Partner Re submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 5: Contract Basis 12/15
Individual Specific Deductible \$ 350,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$44.01
Family Premium \$101.22
Annual Premium \$952,766.00

WHEREAS, FISHER BROWN BOTTRELL, on behalf of Berkley submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 6: Contract Basis 12/15
Individual Specific Deductible \$ 350,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$36.69
Family Premium \$123.56
Annual Premium \$999,732.00

WHEREAS, Fisher Brown Bottrell, on behalf of Symetra submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 7: Contract Basis 12/15
Individual Specific Deductible \$ 350,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$45.69
Family Premium \$130.01
Annual Premium \$1,119,848.00

WHEREAS, Fisher Brown Bottrell, on behalf of Swiss Re submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 8: Contract Basis 12/15
Individual Specific Deductible \$ 350,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$48.03
Family Premium \$136.73
Annual Premium \$1,177,524.00

WHEREAS, the proposals were received through a Request for Quotes; and

WHEREAS, Fisher Brown Bottrell Insurance, Inc, is an independent insurance agency located at 248 East Capital Street Jackson, Mississippi and is an authorized brokerage firm for Berkshire Hathaway; and

WHEREAS, the Department of Human Resources recommends that the renewal proposal submitted on behalf of Berkshire Hathaway be accepted by the City of Jackson; and

WHEREAS, the best interest of the City of Jackson would be served by acceptance of renewal of the proposals submitted by Fisher Brown Bottrell on behalf of Berkshire Hathaway.

IT IS, THEREFORE, ORDERED that the Berkshire Hathaway renewal proposal received from Fisher Brown Bottrell Insurance for "specific excess risk" insurance for single and family coverage for active and retired city employees participating in the City's self-funded health insurance plan for the period January 1, 2024- December 31, 2024 be accepted.

IT IS FURTHER ORDERED that amounts not exceeding \$28.60 for single coverage participants and \$71.50 for family coverage participants be paid. The total premiums paid for the excess risk coverage for the 2024 plan year shall not exceed \$649,163.00.

IT IS FINALLY ORDERED that the Mayor is authorized to execute the necessary documents to effectuate said insurance subject to the documents containing only the terms set forth and accepted in this order regarding premiums and the duration of the relationship between Fisher Brown Bottrell.

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

President Banks recognized **Roderick Oliver, Human Resources Benefits Coordinator**, and **Angela White, Fisher, Brown and Bottrell**, who provided a brief overview of said item.

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

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

President Banks requested that Agenda Items No. 47 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI TRANSPORTATION COMMISSION, THROUGH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION TO PROVIDE INMATE LABORERS FOR WORK ON THE STATE HIGHWAY SYSTEM PURSUANT TO 65-1-8(2)(u).

WHEREAS, the City of Jackson wishes to enter into an agreement with the Mississippi Transportation Commission (“MTC”) through the Mississippi Department of Transportation (“MDOT”) to provide inmate laborers to clean up state highways located in Jackson; and

WHEREAS, the MTC” through “MDOT” is charged with the construction and maintenance of the State Highway System; and

WHEREAS, the City of Jackson is a Mississippi Municipal Corporation; and

WHEREAS, pursuant to Miss. Code Ann. Section 21-21-1, the Chief of Police is the chief law enforcement officer for the City of Jackson and is charged with the control and supervision of all police officers employed by the municipality; and

WHEREAS, pursuant to Miss. Code Ann. Section 19-25-67, the Sheriff shall keep the peace within his county and shall pursue, apprehend, and commit to jail all persons charged with treason, felony, or other crimes; and

WHEREAS, pursuant to Miss. Code Ann. Section 47-1-9, in Hinds County, where it is clearly more advantageous to the county to work the county convicts or some of them on the public roads of the county, the board of supervisors shall have the authority so to order, and in such cases the board shall establish all proper regulations for the working, guarding, safekeeping, clothing, housing and subsistence of convicts while so working, and shall provide all the necessary equipment for such purpose; and

WHEREAS, pursuant to Miss. Code Ann. Section 47-1-19, any county-housed state inmate or county prisoner or prisoners in working on the public roads or on any other work, which work must be of an exclusively public character, shall be under exclusive official control and management; and

WHEREAS, pursuant to Miss. Code Ann. Section 65-1-8(2)(u) the MTC is authorized to

- (1) Request and accept the use of persons convicted of an offense, whether a felony or a misdemeanor, for work on any road construction, repair or other project of the Transportation Department.
- (2) Request and accept the use of persons who have not been convicted of an offense but who are required to fulfill certain court-imposed conditions pursuant to Section 41-29-150(d)(1) or 99-15-26, Mississippi Code of 1972, or the Pretrial Intervention Act, being Sections 99-15-101 through 99-15-127, Mississippi Code of 1972.
- (3) To enter into any agreements with the Department of Corrections, the State Parole Board, any criminal court of this state, and any other proper official regarding the working, guarding, safekeeping, clothing and subsistence of such persons performing work for the Transportation Department; and

WHEREAS, the City, the Chief of Police, the Hinds County Sheriff and MTC desire to adopt guidelines under which the Sheriff can provide guarded inmates to the MTC; and

WHEREAS, it is in the best interest of the City of Jackson to authorize the mayor to enter into this memorandum of understanding.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement with the MTC, MDOT and any other necessary agreements with Hinds County to provide inmate laborers to clean up state highways located in Jackson.

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Banks recognized Catoria Martin, City Attorney and Mayor Chokwe Antar Lumumba, 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 THE MAYOR ACCEPT AN AWARD MODIFICATION FROM THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, AND DIVISION OF PUBLIC SAFETY PLANNING FOR CORONAVIRUS EMERGENCY SUPPLEMENTARY FUNDS (CESF) IN THE AMOUNT OF \$15,000.00 FOR THE JACKSON POLICE DEPARTMENT.

WHEREAS, Section 21-17-10 of the Mississippi Code authorizes the governing authority of any municipality to receive, expand and administer any grant, in accordance with and as may be authorized by any federal law, rule, or regulation creating, establishing or providing for any program, activity or service; and

WHEREAS, City of Jackson has been granted an award modification by the State of Mississippi, Department of Public Safety, and Division of Public Safety Planning for Coronavirus Emergency Supplemental Funds (CESF); and

WHEREAS, an Award Modification for Grant 20LX219 from the Edward Byrne Memorial Justice Assistance Grant has been awarded to the Jackson Police Department; and

WHEREAS, the City of Jackson’s law enforcement agency is eligible to receive funds; and

WHEREAS, the purpose of the funding is to provide the Jackson Police Department with additional PPE, because of the day-to-day hazards and to ensure a safe and healthy workplace for our employees; and

WHEREAS, the safety of children residing within the City of Jackson constitutes a municipal affair, and

WHEREAS, the award modification has been approved by the State of Mississippi, Department of Public Safety Division of Public Safety Planning in the amount of \$15,000; and

WHEREAS, no match will be required of this award and that the best interest of the City would be served by accepting this modification.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to accept and execute award acceptance documents required for receipt of the funds without further order of the Council.

Council Member Stokes moved adoption; Council Member Hartley seconded.

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

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A FINANCING AGREEMENT WITH HUNTINGTON FINANCE TO FINANCE THE PURCHASE OF BODY WORN CAMERAS, IN CAR CAMERAS, EQUIPMENT, AND CLOUD STORAGE FROM METRIX SOLUTIONS.

WHEREAS, on August 15, 2023, the governing authorities for the City of Jackson authorized the procurement of body worn cameras, in-car cameras, equipment, and cloud storage pursuant to GSA Contract # 47QTCA19D00MM; and

WHEREAS, in the action taken on August 15, 2023, the governing authorities stated that it would reserve approving the financing of the body worn cameras, equipment, and cloud storage until such time that it received information on the terms and conditions of financing; and

WHEREAS, the cost of the items authorized to be purchased is \$1,140,951.98; and

WHEREAS, the Jackson Police Department recommends that the procurement be financed; and

WHEREAS, pursuant to Section 31-7-13(e) of the Mississippi Code, a municipality may acquire equipment and related software by lease purchase agreement from a third-party source after having solicited and obtained two (2) written competitive bids for such financing without advertising for the bids at any time before the purchase thereof; and

WHEREAS, the Jackson Police Department received a quote from Huntington Finance related to the purchase of the equipment, supplies, and cloud storage containing the following terms: Four annual payments as follows:

Payment Due Date	Amount of Payment
October 1, 2023	\$200,000.00
October 1, 2024	\$342,085.00
October 1, 2025	\$342,085.00
October 1, 2026	\$342,085.00
TOTAL	\$1,226,255.00

WHEREAS, the financing proposal from Huntington indicated that it was indexed against like-term as of the date of the proposal (3 yr., 4.28 percent) if acceptance is received within thirty (30) days; and

WHEREAS, the proposal contained a fixed \$1.00 purchase at the end of the initial term; and

WHEREAS, the Jackson Police Department received a second written quote from Fleetwood Finance Leasing, LLC related to the purchase of the equipment, supplies, and cloud storage containing the following terms:

Payment Due Date	Amount of Payment
October 1, 2023	\$200,000.00
October 1, 2024	\$364,000.00
October 1, 2025	\$364,000.00
October 1, 2026	\$364,000.00

WHEREAS, the financing proposal from Fleetwood included a \$1.00 buy option; and

WHEREAS, the Jackson Police Department recommends that the proposal of Huntington Finance be accepted because the amount of interest to be paid will be lower.

IT IS HEREBY ORDERED that the Mayor is authorized to execute an agreement with Huntington Finance for the lease-purchase financing of the equipment, related supplies, and cloud storage from Metrix Solutions.

IT IS HEREBY ORDERED that the terms of the lease-purchase financing shall be as follows:

October 1, 2023	\$200,000.00
October 1, 2024	\$342,085.00
October 1, 2025	\$342,085.00
October 1, 2026	\$342,085.00
TOTAL	\$1,226,255.00

IT IS HEREBY ORDERED that pursuant to Section 31-7-13(e), no lease purchase agreement shall be for an annual rate of interest which is greater than the overall maximum interest rate to maturity on general obligation indebtedness permitted under Section 75-17-101, and the term of the lease-purchase agreement shall not exceed the useful life of the equipment covered thereby as determined according to the upper limit of the asset depreciation range guidelines for the class Life Asset Depreciation Range System established by the Internal Revenue Service or comparable depreciation guidelines with respect to any equipment not covered by ADR guidelines.

IT IS HEREBY ORDERED pursuant to Section 31-7-13 (e) that the lease-purchase agreement entered into shall contain an annual allocation dependency clause substantially similar to the following:

“The continuation of each equipment schedule to this agreement is contingent in whole or in part upon the appropriation of funds by the governing authorities of the City of Jackson to make the lease-purchase payments required un such equipment schedule. If the governing authorities of the City of Jackson fail to make appropriate sufficient funds to provide for the continuation of the lease-purchase payments under any such equipment schedule, then the obligations of the City to make such lease-purchase payments and the corresponding provisions of any such equipment schedule to this agreement shall terminate on the last day of the fiscal year for which the appropriations were made.

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

President Banks recognized **Juan Gray, Grants Division 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.

ORDER AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE GRANT AGREEMENT WITH THE MISSISSIPPI OFFICE OF HIGHWAY SAFETY FOR OCCUPANT PROTECTION DUI AND DISPATCHER TRAFFIC SERVICES.

WHEREAS, Section 21-17-1(10) of the Mississippi Code contains the following language: *The governing authority of any municipality may perform and exercise any duty, responsibility or function, may enter into agreements and contracts, may provide and deliver any services or assistance, and may receive, expend and administer any grants, gifts, matching funds, loans or other monies, in accordance with and as may be authorized by any federal law, rule or regulation creating, establishing or providing for any program, activity or service;* and

WHEREAS, an application for funding was submitted to the Mississippi Office Highway Safety for funding for the performance period October 1, 2023- September 30, 2024 for a program titled *Occupant Protection, Police, DUI Officers and Dispatcher Traffic Services;* and

WHEREAS, the City of Jackosn was approved to receive the sum of \$150,679.00 in funding for the program; and

WHEREAS, the sum of \$141,804.00 of the funding must be used for personal services - salary; and

WHEREAS, the remaining sum of \$8,875.00 must be used for equipment; and

WHEREAS, the Jackson Police Department anticipates purchasing speed detection equipment with the \$8,875.00 in funds allocated; and

WHEREAS, the sum of \$129,920.00 will be used to compensate officers for regular or overtime *beyond* the normal work hours; and

WHEREAS, the sum of \$5,484.00 is allocated for the regular or overtime compensation of a grant manager above and beyond normal work hours; and

WHEREAS, the sum of \$6,400.00 is allocated for the regular or overtime compensation of dispatchers above and beyond the normal work hours; and

WHEREAS, the grant agreement requires the City to conduct not less than 87 checkpoints during a quarter; and

WHEREAS, the grant agreement requires the City to conduct not less than 100 saturation patrols during a quarter; and

WHEREAS, the State has the right to monitor and pre-audit any and all claims presented for reimbursement; and

WHEREAS, a Final Closeout Report and Reimbursement Claim with required documentation must be received by the Mississippi Office of Highway Safety on or before November 15, 2024; and

WHEREAS, equipment must be ordered within ninety days of project implementation; and

WHEREAS, property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, title holder, acquisition date, and cost; and

WHEREAS, the grant requires the City to adhere to the Buy America requirement when purchasing items using federal funds; and

WHEREAS, the City will be required to engage in three (3) enforcement blitz periods during Christmas/New Year's, Memorial Day and Labor Day by conducting checkpoints and/or saturation patrols; and

WHEREAS, the City must engage in two sustained enforcement blitz periods during Super Bowl Sunday, the 4th of July, and any additional sustained enforcement periods coordinated by the Mississippi Office of Highway Safety by conducting checkpoints and/or saturation patrols during the state campaigns; and

WHEREAS, no matching funds are required for receipt of the funding; and

WHEREAS, a secondary signatory official is also required by the agreement; and

WHEREAS, best interest of the City of Jackson would be served by authorizing the Mayor to accept and execute award documents and the grant agreement.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the grant agreement with the Mississippi Office of Highway Safety.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to designate a secondary signatory official.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to perform those acts necessary and required to comply with the terms of the grant agreement.

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

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

Nays – None.

Absent – None.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE MASTER SERVICES AGREEMENT WITH BODE CELLULAR FORENSICS, INC. ("BODE") TO PROVIDE FORENSIC DNA TESTING RELATED TO CASES ALLEGING SEXUAL ASSAULT.

WHEREAS, the Jackson Police Department is a law enforcement agency which on occasion receives reports of the commission of sexual assault crimes; and

WHEREAS, analyzing and matching DNA evidence obtained from sexual assault kits, crime scenes or other sources is essential to the prosecution of suspects alleged to have committed crimes related to sexual assault; and

WHEREAS, Bode Cellmark Forensics, Inc., whose address is 10430 Furnace Road, Ste 107, Lorton, Virginia 22079 presented a Master Services agreement to the Jackson Police Department for services related to collecting, analyzing, and reporting DNA; and

WHEREAS, the Jackson Police Department recommends that the City of Jackson execute a Master Services Agreement with BODE for the performance of services which include but are not limited to (1) analyzing and determining the presence or absence of DNA from samples; (2) collection of DNA samples; (3) comparison of DNA samples from suspect and assault victims; (4) reporting the results (5) submitting possible DNA matches or hits to the Combined DNA Index System (CODIS).

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute a Master Services Agreement with Bode containing the following provisions:

Contract Number: JACKSONPD-2023

Master Services Agreement

This Master Services Agreement (the "Agreement") is entered into this ____ day of _____, 2023 (the "Effective Date"), by and between Bode Cellmark Forensics, Inc. ("Bode"), (Insert address) and JACKSON POLICE DEPARTMENT ("Client"), (Insert address). Bode and Client may be alternately referred to herein as "party," individually, and "parties," collectively.

ARTICLE I - PURPOSE:

Client desires to engage Bode to render certain professional Services and Deliverables, as those terms are hereafter defined; and Bode desires to render such Services and Deliverables under the terms and conditions of this Agreement.

The term "Services" means those forensic DNA Services, and other related Services that Client may request, and Bode may agree to provide from time to time.

The term "Deliverables" means any Case Report or other material that Client may request and Bode may agree to provide from time to time.

The parties have determined that the Services required by Client will vary in scope, Deliverables, requested personnel (including subcontractors) and performance period, and that such Services may occur from time to time, at Client's request, throughout the term of this Agreement. To accommodate each request for Services, Client will issue to Bode a completed "Batch Manifest" that will identify in detail each expected service request and the associated requirements. A sample Batch Manifest is shown in Exhibit A, attached hereto and incorporated herein by reference.

ARTICLE II - PAYMENT AND OTHER EXPENSES:

2.1 Prices are defined in Exhibit B and are valid for the term of this contract. Batch Manifests submitted to Bode must reference the corresponding quotation number or contract number in order to receive the quoted price. Client agrees to pay Bode the total amount specified for the performance of the Services described in a Batch Manifest. Unless otherwise indicated, prices do not include travel nor shipping.

2.2 Bode will be paid the amount as specified in this Agreement for the Services provided. Bode will invoice Client for the Services based on the amounts recited in Exhibit B associated with the Services. The invoice will contain a reasonable and sufficient explanation or itemization of the Services rendered under an associated Batch Manifest. Client will pay Bode within thirty (30) but no later than forty-five days of the date of Bode's invoice, unless otherwise specified in the Batch Manifest.

2.3 Bode reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the first day following the invoice due date. Any check or remittance received from or for the account of Client may be accepted and applied by Bode against any indebtedness owing by Client, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance.

2.4 If Client desires to change or modify the Services in any Batch Manifest, Client will so advise Bode, in writing. If such a change or modification appears to substantially change the Services as recited in a Batch Manifest, Bode and Client will negotiate in good faith an addendum to the Batch Manifest; provided that, the terms and conditions of the addendum are mutually agreeable and expressed as a writing signed by both parties hereto.

2.5 Client will be liable for any and all fees (including any sales, customs, import or the like taxes) levied by any local, state, country or international taxing government authority as applicable to the receipt of Services or Deliverables hereunder, and Bode will be entitled to invoice for such fees as such fees occur during or following the Term, as defined in Article III herein. Client will include such taxes with the payment or provide Bode with the appropriate information or documentation to support exemption from such taxes. Client will have no other or further liability to Bode with respect to any tax, duty, levy or like imposition for which Bode may be liable as a result of the supply of the Services or Deliverables.

2.6 Unless otherwise provided in this Agreement, Client will not be liable for any other expenses, costs or fees incurred by Bode in the performance of Services under a Batch Manifest other than those specifically identified herein or therein.

ARTICLE III - TERM:

3.1 The "Term" of this Agreement will be for a period of twelve (12) months from the Effective Date, unless earlier terminated under the termination provisions of Article VIII.

3.2 Subject to prior approval by the governing authorities by the City of Jackson the parties may extend, upon mutual written agreement, the Term of this Agreement for two, one-year extension periods, as mutually determined by the parties, under the same terms and conditions as recited herein, however pricing may be revised prior to the exercise of each extension period.

3.3 It is understood by the parties that a Batch Manifest or service request may be terminated independently of this Agreement, and that a termination of one or more Batch Manifests or service requests does not result in termination of this Agreement, unless this Agreement is terminated as specified in Article VIII.

ARTICLE IV - SHIPMENT AND DELIVERY:

4.1 Except as otherwise provided in this Agreement, Client will bear all shipping and transport expenses.

4.2 Results and report dates are estimated as accurately as possible at the time orders are placed, unless Bode has given an expressly binding commitment. Reports are sent via email to the contact listed on the Batch Manifest. The case file will be provided upon request.

ARTICLE V - BODE'S REPORTING, DELIVERABLES, AND ENGAGEMENT OF SUBCONTRACTORS:

5.1 Bode will report to Client's Point of Contract, which will be identified in writing to Bode via the Batch Manifest.

5.2 Bode will provide to Client the Deliverables based on a schedule as specified in each Batch Manifest. If Client requires any other items, material, devices, software, documents, studies, data, analysis or reports which will be considered additional Deliverables, the creation and provision of such additional Deliverables will be the subject of a Batch Manifest as specified above in Paragraph 2.4.

5.3 Client acknowledges that Bode will be entitled to engage subcontractors to perform certain Services described in a Batch Manifest, which subcontractor will be under terms and conditions commensurate with this Agreement.

ARTICLE VI - CONFIDENTIAL AND/OR PROPRIETARY INFORMATION:

6.1 All non-public, confidential, or proprietary information of the parties ("Confidential Information"), including but not limited to specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, manuals, discounts or rebates, that the disclosing party discloses to the receiving party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for the use of performing the Agreement, the Deliverables, or the Services, and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. Upon the disclosing party's request, the receiving party will promptly return all documents and other materials received from the disclosing party.

6.2 In the event the receiving party or anyone to whom the receiving party supplies the Confidential Information receives a request under the terms of a subpoena or order issued by, or in conjunction with litigation pending in, a court of competent jurisdiction or a governmental body, to disclose all or any part of the Confidential Information, the receiving party agrees, to the extent lawful, to (i) promptly notify the disclosing party of the existence, terms, and circumstances surrounding the request; (ii) cooperate and consult with the disclosing party on the advisability of taking legal steps to resist, narrow the scope of, or limit the disclosure of such Confidential Information; (iii) if disclosure of such Confidential Information is required, furnish only that portion of the Confidential Information that, in the opinion of its counsel, the receiving party is required to disclose; and (iv) use its best efforts to enable the disclosing party, at its own expense, to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information that the disclosing party so identifies.

6.3 This Article VI does not apply to information that is: (i) in the public domain; (ii) known to the receiving party at the time of disclosure; or (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party.

ARTICLE VII - INTELLECTUAL PROPERTY/ ACKNOWLEDGMENTS:

7.1 Intellectual Property is defined as any of Bode's Confidential Information as well as ideas, concepts, know-how, techniques, methods, processes, research, developments, software, in whatever form, documents, apparatus, devices, work products or expressions, having either patent, copyright, trade secret, maskwork or any other proprietary right, whether statutory or common law, associated therewith, which are developed, created or generated by Bode, either solely or jointly, during the Term of this Agreement and/or in the performance of Services under each Batch Manifest, and/or which arise under or relate to Bode's Confidential Information.

7.2 In the event that Intellectual Property is created, is generated, arose under, is related to or resulted from, as described above in Paragraph 7.1, Client acknowledges that the Intellectual Property, therein or associated therewith, will be held by, vested in and owned entirely by

Bode. Client will execute, without additional consideration, all documents reasonably required to confirm Bode's ownership of such Intellectual Property and to secure protection thereon for Bode. Client acknowledges that this Agreement and the Services rendered under any Batch Manifest will not be construed as a "work for hire" or, in the alternative, as applicable, the generation and/or development of a work product will not be solely for the benefit and ownership of Client. Further, all associated and underlying Intellectual Property in any and all work products will solely vest in and be for the benefit and ownership of Bode; and as a result Client hereby assigns, transfers and conveys all rights, title and interests therein from Client to Bode, and this document will be considered to confirm such assignment, transfer and conveyance. In the event Client is unavailable or uncooperative after exercising reasonable efforts to obtain Client's signature to execute such additional required documents to confirm assignment, transfer and conveyance of the foregoing Intellectual Property, Client appoints Bode as its agent for the purpose of effectuating such confirmation of ownership and transfer of right, title and interest described herein, and to execute documents on behalf of Client to confirm such assignment, transfer and conveyance.

7.3 The Deliverables as described in the Batch Manifest will be delivered to Client subject to Article XIII, and Client will not in any way or manner, either by the inclusion of a corporate name, logo, copyright, marking, trademark or the like, in combination or otherwise, indicate that Client is the source, creator, generator or originator of any such Confidential Information related to the Confidential Information, Deliverables or holder or owner of associated Intellectual Property.

7.4 It is understood by Bode that Client will retain all rights, title and interests in any proprietary technology, including but not limited to, existing software or applications in Client's possession prior to the Effective Date hereof, and utilized by Bode in performing the Services under any Batch Manifest. However, if any portion of the Deliverables contains any of the foregoing, Client grants to Bode a worldwide, non-exclusive, irrevocable, royalty-free, fully paid-up, transferable, sub-licensable, perpetual license to use, in any manner, reproduce, modify, improve and prepare derivative works of the foregoing, in connection with performing the Services under this Agreement so as to provide the Deliverables. This Paragraph 7.4 will survive termination of this Agreement.

7.5 The parties acknowledge that in the event the Deliverables contemplate significant and material development work, the parties will describe in more detail the obligations associated therewith under a Batch Manifest. Also, the need for applicable separate agreements, such as support and maintenance for the development once completed will be provided apart from this Agreement.

ARTICLE VIII - TERMINATION:

8.1 This Agreement may be terminated, with or without cause, by either party with ninety (90) days prior written notice to the other party. No payments will be owed by Client to Bode for Services rendered under all validly executed and in-progress Batch Manifests after the date of termination, except that Bode will be permitted to wind up any work in progress up to thirty (30) days following the date of termination.

8.2 In the event of termination of this Agreement either as provided herein or upon expiration of this Agreement: (i) all Services will terminate thirty (30) days following the date of termination; (ii) the receiving party will promptly return all copies of Confidential Information to the disclosing party; (iii) any Deliverables, in progress, whether or not complete, will be delivered, subject to the license provisions as recited under Article VII, Paragraph 7.4 and Article XIII, by Bode to Client if all amounts due and payable have been paid to Bode as provided hereunder; and (iv) Bode will submit a final invoice and receive payment as provided for under any and all Batch Manifests validly executed and in-progress in accordance with Article II.

8.3 Individual Batch Manifests may be terminated without terminating this Agreement based on the discretion of each party relative to the Services rendered under a particular Batch Manifest, subject to the obligations recited under Paragraph 8.2.

8.4 In the event a party breaches this Agreement, the aggrieved party will provide written notice of such breach (identifying the nature of the breach) to the breaching party and the breaching party

will have a reasonable opportunity to cure (not to exceed ten (10) days) such breach to the non-breaching party's reasonable satisfaction. In the event the breach is not promptly cured, then either party may elect to terminate the Agreement immediately.

ARTICLE IX - USE OF NAMES/NON-SOLICITATION:

9.1 During the Term and following the termination of this Agreement, neither party will use the name of the other party, or the name of any of its subsidiaries or affiliated entities, in any advertising, literature or other publication material or as a reference unless the party seeking to do so seeks written permission from the other party, except that Bode may list Client on its customer list in any marketing materials, and collaterals and in any advertising medium. In addition, neither party will refer to any employee of the other without written permission to do so from the other party. This Paragraph 9.1 will survive termination of this Agreement.

9.2 Neither party will, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee or consultant of the other, who was connected with this Agreement or the Services specified in any and all such Batch Manifests, during the Term of this Agreement and for a period of one (1) year after termination and/or expiration of this Agreement.

ARTICLE X - WARRANTIES/ACCEPTANCE:

10.1 Bode represents and warrants to Client that it is an independent contractor that makes its services available to the general public, that it has its own regular place of business and that it maintains its own set of books and records, which reflect all items of income and expense of its business and trade. Bode will operate as an independent contractor and will not represent itself to be the agent, employee, partner or joint venturer of Client, nor will Client represent itself to be the agent, employee, partner or joint venturer of Bode. Neither party will obligate the other party in any manner, nor cause the other party to be liable under any contract or under any other type of commitment.

10.2 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.

10.3 Bode represents and warrants that the Deliverables developed, created and provided under the Batch Manifests will be original works, and that any third-party material that is included in any such Deliverables will be provided to Client with the same rights as provided under such third-party obligations, and Bode will not grant any greater rights than provided by such third party.

10.4 If applicable, and as more particularly recited in or as addressed under a Batch Manifest, Bode will provide the Deliverables, identified under each Batch Manifest, for acceptance by Client. Except where otherwise recited in a Batch Manifest, such acceptance must occur within ten (10) days following the date of delivery of the Deliverables under the relevant Batch Manifest. During such ten (10) days, if Client identifies any problems or non-conformance, Client will notify, in writing, Bode of such problem or non-conformance, and Bode will be permitted thirty (30) days to correct and remedy the problem or non-conformance. Thereafter, Bode will provide a new or corrected Deliverable and the acceptance procedure will start again as provided herein. If Client fails to provide acceptance within such ten (10) days, the Deliverable will be deemed accepted under the acceptance criteria provided herein. If Client substantially modifies, without Bode's authorization, the Deliverable prior to acceptance, then acceptance will likewise be deemed to have occurred.

ARTICLE XI - LIMITATION OF LIABILITY AND REMEDY:

11.1 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.

11.2

ARTICLE XII - INTENTIONALLY DELETED

ARTICLE XIII - No License:

13.1 Unless otherwise set forth in this Agreement, the sale of any Deliverables or rendering of Services will not confer upon Client any license, express or implied, under any patents, trademarks, trade name or other proprietary rights owned or controlled by Bode; it being specifically understood and agreed that all such rights are reserved to Bode.

ARTICLE XIV - OTHER:

14.1 The parties will comply with all applicable laws, rules, and regulations of the State of Mississippi.

14.2 Neither party will be deemed to have breached this Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war, riot, epidemic, fire, flood or other disaster. This Agreement will terminate, as provided under Article VIII, if such delay or failure persists for thirty (30) consecutive days and there is no foreseeable remedy or cure available.

14.3 With regard to the subject matter recited herein, this Agreement, any exhibits, any agreements referenced herein, and any addenda or amendments added hereto, comprise the entire understanding of the parties hereto and as such supersedes any oral or written agreement. In the event of a conflict between this Agreement and any other written agreement between the parties specifically covering the same Services or Deliverables, the terms and conditions of such agreement will prevail to the extent of such conflict. A conflict between the terms set forth herein and those set forth in a written Batch Manifest will be resolved in favor of the Batch Manifest. Notwithstanding the above, this Agreement will prevail over any differing or additional terms and conditions proposed by Client, including, without limitation, those contained in any invoice.

14.4 This Agreement will not be modified or amended except by writing signed by both parties. The signatories below acknowledge that the signatories are authorized to bind each party. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF format are fully binding and constitute a legal method of executing this Agreement.

14.5 If any of the provisions of this Agreement are declared to be invalid, such provisions will be severed from this Agreement and the other provisions hereof will remain in full force and effect.

14.6 Neither party will transfer, assign or hypothecate, in whole or in part, this Agreement or any rights or obligations hereunder, provided that Bode may hire or engage one or more subcontractors to perform certain Services pursuant to Paragraph 5.3 herein. In the event of any permitted assignment or transfer of this Agreement or the obligations under this Agreement, the parties agree that such obligations will be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor will inure to the benefit of assignee or transferee.

14.7 Client warrants that all access to and users of the Deliverables are authorized users of Client.

14.8 The Agreement may be executed in one or more counterparts, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.

14.9 In connection with a U.S. Government Licensee, the Deliverable and any associated documentation qualify as "commercial items" as that term is defined at Federal Acquisition Regulation ("FAR") 48 CFR 2.101, consisting of "commercial computer software" "and "commercial computer documentation" as such items are used in FAR 12.212, Consistent with FAR 12.212 and Department of Defense FAR (DFAR) Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated. U.S. Government Licensee will acquire the Deliverables and associated documentation with only those rights set forth in this Agreement. Further, any U.S. Government download, access and use of the Deliverables and associated documentation constitutes the U. S. Government's acknowledgement that the

Deliverables and associated documentation are “commercial computer software” and “commercial computer software documentation.” As applicable and so marked with respect to the Deliverables and associated documentation, the U.S. Government will acquire the Deliverables and related documentation with at least applicable Limited Rights and Restricted Rights as defined under the relevant and applicable FARs and DFARs.

14.10 This Agreement is governed by and construed and interpreted in accordance with the laws of the State of Mississippi. Any claim or dispute associated with or arising out of this Agreement will be resolved exclusively by a court of competent jurisdiction in the State of Mississippi.

14.11 NOTICES Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to BODE at:

Bode Cellmark Forensics, Inc.
10430 Furnace Road, Suite 107
Lorton, VA 22079
Attn: Contract Department

and to CLIENT at:

Jackson Police Department
Address
City, State, Zip code
Attn:

Accepted and agreed to by the duly authorized signatories below:

BODE:

By: _____
_____,
its authorized agent

CLIENT:

By: _____
_____,
its authorized agent

EXHIBIT A



Case Submission Form

Bode Technology
10430 Furnace Rd. Ste 107
Lorton, VA 22079
Phone: 866-263-3443
Fax: 703-646-9741
bode.service@bodeotech.com
www.bodeotech.com

Bode Technology Case Number (To be filled out by Lab): _____

Submitting Agency Reference/ Case Number: _____

Before Bode Technology can begin processing your case, this form must be filled out in its entirety. Please submit either along with the evidence or directly to Technical Services. Prior to submitting a case, please call Technical Services at 703-646-9740 x787 or toll free at 866-263-3443 x787

Submitting Agency: _____ Date: _____

Billing Information:		Method of Payment:	
Name:	Agency:	<input type="checkbox"/> Purchase Order #:	
Address:	City/State/Zip:	<input type="checkbox"/> Contract #:	
Office Number:	Fax Number:	<input type="checkbox"/> Credit Card: call 866-263-3443 x787 to provide	
Email:	Quote Number:	<input type="checkbox"/> Other:	

Report Mailing Address:		Evidence Return:	
Where the report will be sent. Note: FedEx cannot deliver to PO boxes.		All evidence and generated extracts will be returned to this address following the delivery of the case report, unless otherwise specified.	
Name:	Agency:	Name:	Agency:
Address:	City/State/Zip:	Address:	City/State/Zip:
Office Number:	Fax Number:	Office Number:	Fax Number:
Email:		Email:	

Authorized Point of Contact:		Additional Point of Contact:	
Name:	Agency:	Name:	Agency:
Title:	Office Number:	Title:	Office Number:
Cell Number:	Fax Number:	Cell Number:	Fax Number:
Email:		Email:	

I hereby certify that the information provided on this Case Submission Form is accurate to the best of my knowledge. I understand that I will be charged for services according to the pricing that I have received.

Point of Contact Print Name _____

Point of Contact Signature _____ Date _____

EXHIBIT B



Jackson Police Department
March 30, 2023
Quote 0721-099GSA

Terms and Conditions

The pricing and scope of work attached is valid until **June 30, 2023** unless entered into a contract. Terms of payment are Net-30 directly billed to the Client. All testing at Bode is subject to our [Terms and Conditions](#).

Standard Turnaround Time for STR analysis: TBD

DNA Analysis

Item Name	Description	GSA Price	10 % Discount (> 16 Samples Submitted)
S11E01 STR DNA analysis – Non-Differential Evidence Sample	DNA analysis for one prescreened non-differential evidence sample.	\$1426.80 per sample	\$1,284.12 per sample
S11S01 STR DNA analysis – Differential Evidence Sample	DNA analysis for one prescreened differential evidence sample.	\$1653.90 per sample	\$1488.51 per sample
Q11D01 DNA analysis- Stop at Quant	Samples stopped at quantification step.	\$834.36 per sample	\$750.92 per sample
S11R01 DNA analysis- Reference Sample	DNA analysis (autosomal STR) for one reference sample (blood card or buccal swab)	\$839.29 per sample	\$755.61 per sample

Testimony

Item Name	Description	Price
E11W02 Expert Witness Fee (Hourly)	Testimony charges are assessed for all time Analyst is not at work (to include travel time)	\$345.59 per hour per analyst plus travel expenses
Expert Witness Fee (Video)	Expert witness fee per hour for testimony via video feed.	\$345.59 per hour per analyst

Additional Services

Item Name	Description	Price
E11C02 Comparison to a Previously Generated DNA Profile – Minimum 1 hour	Comparison when a reference standard is submitted after evidence is reported, requiring an additional report.	\$345.59 per hour



Jackson Police Department
March 30, 2023
Quote 0721-099GSA

Rush Surcharges

Item Name	Description	Price
^Forensic Biology, STR, Y-STR, miniSTR Analysis	5 Business Days (1 week)	300% per sample
^Forensic Biology, STR, Y-STR, miniSTR Analysis	10 Business Days (2 weeks)	150% per sample
^Forensic Biology, STR, Y-STR, miniSTR Analysis	20 Business Days (3 weeks)	75% per sample

^Expedited Service availability must be confirmed by Bode Cellmark prior to submitting evidence. These fees are in addition to processing charges.

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

President Banks recognized **Jacquelyn Gardner, Supervisor of Forensic Crime Lab**, 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. 20:

ORDER REVISING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF INFORMATION TECHNOLOGY. President Banks stated said item would be held until later in the meeting.

ORDER RATIFYING PAYMENT TO PEOPLE’S PLACE ENTERPRISE, LLC, FOR THE REMOVAL AND HAULING-AWAY OF DEBRIS OF THREE (3) FALLEN TREES FROM THE PETE BROWN GOLF COURSE THAT OCCURRED AFTER DAMAGING STORMS IN JULY 2023.

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, People’s Place Enterprise, LLC, (People’s Place Enterprise) has been registered with the Mississippi Secretary of State since September 25, 2017, and is currently in good standing; and

WHEREAS, People’s Place Enterprise has a Certificate of Liability Insurance on file and has done work for the City of Jackson Parks and Recreation Department in the past; and

WHEREAS, damaging storms that occurred in July 2023 caused three (3) trees to collapse at the Pete Brown Golf Facility; and

WHEREAS, People’s Place Enterprise provided a quote to remove the three (3) fallen trees and to haul-off the tree debris from the Pete Brown Golf Facility for Four Thousand Nine Hundred Dollars (\$4,900.00); and

WHEREAS, People’s Place Enterprise has removed the three (3) fallen trees and has hauled away the tree debris from the Pete Brown Golf Facility; and

WHEREAS, the City of Jackson Parks and Recreation received and submitted invoice #112 for payment.

IT IS, THEREFORE, ORDERED that a payment in the amount of Four Thousand Nine Hundred Dollars (\$4,900.00) be made to People’s Place Enterprise for removing three (3) fallen trees and hauling off the debris from the Pete Brown Golf Facility and that said tree removal work, which has already been completed, be ratified.

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

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

Nays – None.

Abstentions – Lee and Stokes.

Absent – None.

ORDER REQUESTING APPROVAL TO PURCHASE A SMITHCO 7580 – ULTRA GREENS ROLLER THAT WAS LEASED FROM LADD’S FOR 48 MONTHS THROUGH PNC EQUIPMENT FOR THE MAINTENANCE OF THE GREENS AT THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF (\$7,000.00) SEVEN THOUSAND DOLLAR.

WHEREAS, the City of Jackson leased a Smithco 7580 – Ultra Greens Roller from Ladd’s for 48 months through PNC Equipment; and

WHEREAS, the 48-month lease for the Smithco 7580 – Ultra Greens Roller expired in March 19, 2023; and

WHEREAS, the City of Jackson – Parks and Recreation Department, Pete Brown Golf Facility has used the Smithco 7580 – Ultra Greens Roller, in which is still in good condition; and

WHEREAS, the City of Jackson – Parks and Recreation Department, Pete Brown Golf Facility would like to purchase this equipment; and

WHEREAS, Ladd’s provided the City of Jackson Parks and Recreation Department with an invoice to purchase to equipment for Seven Thousand Dollars (\$7,000.00); and

WHEREAS, the City of Jackson – Parks and Recreation Department, Pete Brown Golf Facility is requesting permission to purchase the Smithco 7580 – Ultra Greens Roller; and

IT IS HEREBY ORDERED, that the Mayor is approved to purchase the used Smithco 7580 – Ultra Greens Roller from Ladd’s in the amount of Seven Thousand Dollars (\$7,000.00) from account number 005.504.30-6876

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

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH JONES REFRIGERATION, INC., FOR THREE THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS AND FORTY-FOUR CENTS (\$3,425.44); KOMPLETE CONTRACTING SOLUTIONS, LLC, FOR FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND NINETY-FIVE CENTS (\$4,999.95); AND CAMP SERVICE & PARTS, INC., FOR FOUR HUNDRED EIGHTY DOLLARS AND FIFTY-TWO CENTS (\$480.52) TO REPAIR THE FOLLOWING ITEMS THAT WERE DAMAGED FROM A PARTIAL ROOF AND BACKWALL COLLAPSE THAT OCCURRED IN THE COMPRESSOR ROOM AT THE JACKSON ZOO: REPAIR OF A WALK-IN COOLER; DEMOLITION AND HAULING-OFF OF DEBRIS; AND CLEANING CONDENSER COILS.

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 make repairs to the walk-in coolers, roof, and backwall that was severely damaged on August 02, 2023, when the roof collapsed; and

WHEREAS, the City of Jackson Parks and Recreation Department would like for the Mayor to execute an agreement with Jones Refrigeration, INC., (Jones Refrigeration) to make repairs to the walk-in cooler; and

WHEREAS, the City of Jackson Parks and Recreation Department would like the Mayor to execute an agreement with Komplete Contracting Solutions, LLC, (Komplete Contracting Solutions) to demo and haul-off materials from the collapsed roof and backwall of the compressor, as well as make necessary repairs; and

WHEREAS, the City of Jackson Parks and Recreation Department would like the Mayor to execute an agreement with Camp Service & Parks, INC., (Camp Service & Parts) to clean condenser coils; and

WHEREAS, Jones Refrigeration, is registered with the Mississippi Secretary of State since December 31, 1998, and is currently in good standing; and

WHEREAS, Komplete Contracting Solutions is registered with the Mississippi Secretary of State since May 06, 2021, and is currently in good standing; and

WHEREAS, Camp Service & Parts is registered with the Mississippi Secretary of State since July 27, 1990, and is currently in good standing; and

WHEREAS, Jones Refrigeration will replace the compressor, compressor replacement material supplies, and freon on the walk-in cooler. The materials and labor will not exceed Three Thousand Four Hundred Twenty-Five Dollars and Forty-Four Cents (\$3,425.44); and

WHEREAS, Komplete Contracting Solutions will demo, haul-off roofing and backwall material, as well as make starting repairs to the compressor room at the Jackson Zoo. The demo, haul-off, starting repairs, and labor will not exceed Four Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Five Cents (\$4,999.95); and

WHEREAS, Camp Service & Parts will clean condenser coils in the compressor room/walk-in cooler. The materials and labor will not exceed Four Hundred Eighty Dollars and Fifty-Two Cents (\$480.52).

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an Agreement, and any other documents necessary to affect the terms of said Agreement, with Jones Refrigeration for refrigeration repairs to the walk-in cooler located in the compressor room at the Jackson Zoo, with the total cost not to exceed Three Thousand Four Hundred Twenty-Five Dollars and Forty-Four Cents (\$3,425.44). Payment is to be made from account number 390-498.00-6317.

IT IS FURTHER ORDERED that the Mayor be authorized to execute an Agreement, and any other documents necessary to affect the terms of said Agreement, with Komplete Contracting Solutions for demo, haul-off of roofing and backwall materials, as well as to make starting repairs to the compressor room at the Jackson Zoo, with the total cost not to exceed Four Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Five Cents (\$4,999.95). Payment to be made from account number 390-498.00-6461.

IT IS FURTHER ORDERED that the Mayor be authorized to execute an Agreement, and any other documents necessary to affect the terms of said Agreement, with Camp Service & Parts for the cleaning of condenser coils located in the compressor room/walk-in cooler at the Jackson Zoo, with the total cost not to exceed Four Hundred Eighty Dollars and Fifty-Two Cents (\$480.52). Payment to be made from account number 390-498.00-6317.

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

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

Nays – None.

Abstentions– Lee and Stokes.

Absent – None.

* * * * *

ORDER AMENDING PREVIOUSLY APPROVED ORDER TO CORRECT INCORRECT ACCOUNT NUMBERS THAT WERE USED IN THE PREVIOUS ORDER, SAID ORIGINAL ORDER WAS APPROVED AT THE AUGUST 29, 2023, CITYCOUNCILMEETING.

WHEREAS, this Order will amend an Order that was previously approved by the City Council on August 29, 2023; and

WHEREAS, the previously approved Order contained incorrect account numbers; and

WHEREAS, the previously approved Order was titled “ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER TWENTY THOUSAND DOLLARS (\$20,000.00) LOCATED IN THE “RECREATIONAL SUPPLIES” CATEGORY AND NINE THOUSAND DOLLARS (\$9,000.00) LOCATED IN THE “NON-CAPITALIZED EQUIPMENT” CATEGORY TO THE “OTHER PROFESSIONAL SERVICES” CATEGORY TO COVER FENCE REPAIR/REPLACEMENT AND DISC GOLF PARK INSTALL AT LIVINGSTON PARK”; and

WHEREAS, the previous Order was approved unanimously with Councilmembers Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes voting yea; and

WHEREAS, the incorrect account numbers in the previous Order all began with 404 but should have begun with 401 as shown below; and

WHEREAS, all other information in the previously approved Order is correct and will not be amended; and

WHEREAS, the previously approved Order will be attached to this Order; and

WHEREAS, shown below is a table showing the correct account numbers along with the money that is to be transferred;

Category	Account No.	Decrease	Increase	Total
Recreational Supplies	401-501.30-6221	\$20,000.00		
Non-Capitalized Equipment	401-501.30-6240	\$9,000.00		
Other Professional Services	401-501.30-6419		\$29,000.00	\$29,000.00

IT IS, THEREFORE, ORDERED that the Order described above that was approved by the City Council at its August 29, 2023, meeting is hereby amended to reflect the correct account numbers as shown in the table above.

IT IS FURTHER ORDERED, that all aspects of the previously approved Order are still in effect and authorized other than the account numbers which have been amended pursuant to this current Order as shown above.

Council Member Grizzell moved adoption.

Note: Said item died due to the lack of a second.

* * * * *

ORDER REQUESTING RATIFICATION AND PAYMENT FOR REPAIR SERVICES PERFORMED BY UNITED PLUMBING & HEATING COMPANY TO A DAMAGED WATER MAIN LOCATED AT THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF THREE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$3,659.75).

WHEREAS, United Plumbing and Heating Company provided repair services to a damaged water main and leak at the Pete Brown Golf Facility on August 28, 2023; and

WHEREAS, United Plumbing and Heating Company is a Mississippi for-profit corporation created on October 19, 1973, and is currently in good standing with the State of Mississippi; and

WHEREAS, United Plumbing and Heating Company’s repairs to the damaged water main and leak totals Three Thousand Six Hundred Fifty-Nine Dollars and Seventy-Five Cents (\$3,659.75).

IT IS, THEREFORE, ORDERED that the above-described repair work be ratified and that a payment in the amount of Three Thousand Six Hundred Fifty-Nine Dollars and Seventy-Five Cents (\$3,659.75) be approved and made to United Plumbing and Heating Company from account no. 404-501.33-6419.

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

President Banks recognized **Catoria Martin, City Attorney**, and **Abram Muhammad, 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 – Foote, Grizzell, Hartley and Lindsay.
- Nays – Banks and Stokes.
- Abstention – Lee.
- Absent – None.

ORDER RATIFYING SERVICES PERFORMED AND PAYMENT TO SPORTS FLOORS, INC., FOR PROVIDING FLOOR MAINTENANCE TO GYM FLOORS LOCATED AT KURT’S GYMNASIUM AND WESTSIDE GYMNASIUM IN THE AMOUNT OF THREE THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND FORTY-EIGHT CENTS (\$3,796.48).

WHEREAS, Sports Floors, Inc., (Sports Floors) provided floor maintenance to gymnasium floors located at Kurt’s Gymnasium and Westside Gymnasium, both of which are city-owned facilities; and

WHEREAS, the gymnasium floor maintenance described above was performed in December 2022; and

WHEREAS, Sports Floors charged Three Thousand Seven Hundred Ninety-Six Dollars and Forty-Eight Cents (\$3,796.48) for the maintenance of both gymnasium floors.

IT IS HEREBY ORDERED that the above-described gymnasium floor maintenance be ratified and that payment in the amount of Three Thousand Seven Hundred Ninety-Six Dollars and Forty-Eight Cents (\$3,796.48) be made to Sports Floors from account number 005.501.26-6419.

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

ORDER RATIFYING PAYMENTS FOR SERVICES PERFORMED BY DURHAM SCHOOL SERVICES, WHO PROVIDED SUMMER ENRICHMENT

TRANSPORTATION SERVICES IN THE AMOUNT OF THREE THOUSAND AND FORTY DOLLARS (\$3,040.00).

WHEREAS, Durham School Services provided transportation services for the City of Jackson Parks and Recreation Department Programming Division for the students who participated in the 2023 Summer Enrichment Program at the Grove Park Community Center; and

WHEREAS, said transportation services totaled Three Thousand and Forty Dollars (\$3,040.00); and

WHEREAS, the City of Jackson Parks and Recreation Department Programming Division used Durham School Services transportation services on June 16, June 23, June 30, July 07, July 14, and July 21, 2023.

IT IS HEREBY ORDERED that a payment in the amount of Three Thousand and Forty Dollars (\$3,040.00) be made to Durham School Services for providing the above listed services for the Department of Parks and Recreation.

Council Member Grizzell moved adoption.

Note: Said item died due to the lack of a second.

* * * * *

ORDER RATIFYING REPAIR WORK AND PAYMENT FOR TRACTOR REPAIRS PROVIDED BY AGUP EQUIPMENT COMPANY (DOING BUSINESS AS AGUP EQUIPMENT) TO A TRACTOR FOR THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF TWO THOUSAND ONE HUNDRED EIGHT DOLLARS AND EIGHTY-FIVE CENTS (\$2,108.85).

WHEREAS, AGUP Equipment Company (doing business as AGUP Equipment) provided repair services on a tractor located at the Pete Brown Golf Facility; and

WHEREAS, AGUP Equipment is a Mississippi for-profit corporation created August 26, 1968, that is currently in good standing with the State of Mississippi; and

WHEREAS, AGUP Equipment provided repair services to the tractor for the Pete Brown Golf Facility on June 15 and June 16, 2023; and

WHEREAS, AGUP Equipment repaired the tractor including battery and cabling with wiring, harnesses, etc., totaling Two Thousand One Hundred Eight Dollars and Eighty-Five Cents (\$2,108.85).

IT IS, THEREFORE, ORDERED that the above-described repair work is ratified and that a payment in the amount of Two Thousand One Hundred Eight Dollars and Eighty-Five Cents (\$2,108.85) be made to AGUP Equipment from account no. 005-504.30.6317.

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

Yeas – Foote, Grizzell, Hartley and Lindsay.

Nays – Banks.

Abstentions– Lee and Stokes.

Absent – None.

* * * * *

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON AUGUST 22, 2023, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN.

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

1. Heretofore, on August 22, 2023, the Governing Body adopted a resolution entitled **"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."** (the "**Intent Resolution**") wherein the Governing Body indicated its intent to (a) issue general obligation bonds of the City, in one or more series, in a total aggregate principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), (b) issue a general obligation bond of the City, in one or more series, to be sold to the Mississippi Development Bank (the "**Bank**") in a total aggregate principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), and/or (c) enter into a loan 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), as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution.

2. As required by law and as directed by the Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in The Mississippi Link and/or The Clarion Ledger, newspapers published in the City, and 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 having been made not less than twenty-one (21) days before September 26, 2023, and the last publication to be not more than seven (7) days prior to such date, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**.

3. On or prior to 10:00 o'clock a.m. on September 26, 2023, no written protest against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk of the City (the "City Clerk") in her office located in City Hall.

4. The Governing Body did meet at its usual meeting place in City Hall at 10:00 o'clock a.m. on September 26, 2023, and the Governing Body does hereby find, determine and adjudicate that no protest against the issuance of the general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution had been duly filed with the City Clerk on or before 10:00 o'clock a.m. on September 26, 2023 as required by the Intent Resolution.

5. The Governing Body is now authorized and empowered by the provisions of Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "City Bond Act") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act" and together with the City Bond Act, the "Act") and other applicable laws of the State of Mississippi, to issue such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution, all in a total aggregate principal amount of not to exceed \$9,500,000 without any election on the question of the issuance thereof at any time within a period of two (2) years after September 26, 2023.

6. The amount of the general obligation bonds, general obligation bond and/or loan so proposed to be issued, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation of indebtedness.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

SECTION 1. That 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 the City Bond Act to issue its \$9,500,000 Taxable General Obligation Bond, Series 2023 (the "Series 2023 City Bond") for sale to the Bank for the issuance of its \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) (the "Series 2023 Bonds") for the purposes set forth in the City Bond Act and Bank Act, including, but not limited to raise money for the purpose of funding a portion of the (a) repairing, improving, adorning and equipping of 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 and for other authorized purposes under the Act (the "Construction Project"), (b) providing funds to Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act ("JRA") in connection with the NMTC Financing (defined below) for the Construction Project, (c) providing for the payment in full of the Series 2022 Bonds (as defined in the Series 2023 City Bond Resolution), (d) pursuing 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 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, (e) authorizing the use of a Public Entity (the "Public Entity"), including but not limited to the Jackson Redevelopment Authority to be utilized as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act as well as a "Public Benefit Corporation" as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act ("Public Benefit Corporation"); (f) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (g) providing for capitalized interest, if necessary, for the Series 2023 City Bond, and (h) paying the costs of borrowing associated with the issuance of the Series 2023 Bonds, the Series 2023 City Bond and the NMTC Financing (collectively, (a) through (h), the "Project").

SECTION 2. The Series 2023 Bonds or the Series 2023 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; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Series 2023 Bonds or the Series 2023 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2023 Bonds or the Series 2023 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Series 2023 City Bond Resolution adopted by the Governing Body in connection with the issuance of the Series 2023 Bonds or the Series 2023 City Bond. The Loan will be payable from 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.

SECTION 3. The Series 2023 Bonds and/or the Series 2023 City Bond and/or Loan shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

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

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

Nays – None.

Abstention– Stokes.

Absent – None.

* * * * *

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI (I) AUTHORIZING AND DIRECTING THE ISSUANCE OF A TAXABLE GENERAL OBLIGATION BOND, SERIES 2023 (THE “SERIES 2023 CITY BOND”) OF THE CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION FIVE HUNDRED DOLLARS (\$9,500,000) TO RAISE MONEY FOR THE PURPOSE OF (I)(A) FUNDING A PORTION OF REPAIRING, IMPROVING, ADORNING AND EQUIPPING OF 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 FUNDS TO THE JACKSON REDEVELOPMENT AUTHORITY, AN URBAN RENEWAL AGENCY CREATED UNDER THE URBAN RENEWAL ACT (“JRA”) IN CONNECTION WITH THE NMTC FINANCING (DEFINED BELOW) FOR THE CONSTRUCTION PROJECT; (C) 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; (D) PURSUING AN ADDITIONAL SUBSIDY AND/OR FINANCING FOR THE CONSTRUCTION PROJECT BY PARTICIPATING AND UTILIZING FEDERAL AND MISSISSIPPI NEW MARKETS TAX CREDITS PURSUANT TO SECTION 45D OF THE INTERNAL REVENUE CODE OF 1986 AND SECTION 57-105-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME (THE “NMTC FINANCING”); (E) AUTHORIZING THE USE OF A PUBLIC ENTITY, INCLUDING BUT NOT LIMITED TO, THE JRAAS WELL AS ANY PUBLIC BENEFIT CORPORATION CREATED THEREBY PURSUANT TO MISSISSIPPI LAW IN CONNECTION WITH THE NMTC

FINANCING; (F) ENTERING INTO OR APPROVING VARIOUS LEASES, LOANS, DEVELOPMENT AGREEMENTS AND OTHER FINANCING ARRANGEMENTS WITH THE PUBLIC ENTITY, THE PUBLIC BENEFIT CORPORATION AND OTHER PARTICIPANTS FOR THE NMTC TRANSACTION; (G) PROVIDING FOR CAPITALIZED INTEREST, IF NECESSARY; AND (H) PAYING THE COSTS OF BORROWING ASSOCIATED WITH THE ISSUANCE OF THE SERIES 2023 CITY BOND AND THE NMTC FINANCING; (II) DIRECTING THE SALE AND AWARD OF THE SERIES 2023 CITY BOND; (III) APPROVING THE FORM OF AND EXECUTION OF THE SERIES 2023 CITYBOND PURCHASE AGREEMENT AND SERIES 2023 MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT, INCLUDING THE EXECUTION OF A TERM SHEET PURSUANT TO CERTAIN PARAMETERS AUTHORIZED BY THE GOVERNING BODY HEREIN FOR THE SALE OF THE \$9,500,000 MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2023 (JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM IMPROVEMENT BOND PROJECT) (THE “SERIES 2023 BONDS”); AND APPROVING THE FORM OF THE SERIES 2023 INDENTURE OF TRUST FOR THE SERIES 2023 BONDS.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the “Governing Body”), acting for and on behalf of said City of Jackson, Mississippi (the “City”), hereby find, determine, adjudicate and declare as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended: “Act” shall mean together the Series 2023 City Bond Act and the Bank Act

“Additional Bonds” shall mean bonds, if any, issued in one or more series on a parity with the Series 2023 City Bond pursuant to Section 21 hereof.

“Agent” shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

“Authorized Officer” shall mean Mayor, the Clerk, and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

“Bank” shall mean the Mississippi Development Bank.

“Bank Act” shall mean Sections 31-25-1 *et seq.* of the Mississippi Code of 1972, as amended.

“Bond Counsel” shall mean Butler Snow LLP, Ridgeland, Mississippi.

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

“City Bond Act” shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended.

“Clerk” shall mean the Clerk of the City.

“Code” shall mean Section 45D of the Internal Revenue Code of 1986, as amended.

“Construction Project” shall mean repairing, improving, adorning and equipping of 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 and for other authorized purposes under the Act.

“Governing Body” shall mean the Mayor and City Council of the City.

“Interest Payment Date” shall be as described in Section 2.03 of the Series 2023 Indenture as the interest payment dates of the Series 2023 Bonds.

“**JRA**” shall mean the Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act and a Public Entity as defined pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act.

“**Lender**” shall mean Cadence Bank, Jackson, Mississippi.

“**Mayor**” shall mean the Mayor of the City of Jackson, Mississippi.

“**Mississippi Development Bank Series 2023 Bond Purchase Agreement**” shall mean that certain Series 2023 Mississippi Development Bank Bond Purchase Agreement, dated the date of delivery by and between the City, the Lender and the Bank in connection with the issuance and sale of the Series 2023 Bank Bond.

“**Municipal Advisor**” shall mean PFM Financial Advisors LLC, Memphis, Tennessee.

“**MS NMTC Act**” shall mean Sections 57-105-1, Mississippi Code of 1972, as amended.

“**MS NMTCs**” shall mean Mississippi Equity Investment Tax Credits pursuant to Sections 57-105-1, Mississippi Code of 1972.

“**NMTCs**” shall mean New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986.

“**NMTC Financing**” shall mean NMTCs pursuant to Section 45D of the Internal Revenue Code together with the MS NMTCs pursuant to Sections 57-105-1, Mississippi Code of 1972.

“**Paying Agent**” shall mean any bank, trust company or other institution hereafter designated by the Mayor for the payment of the principal of and interest on the Series 2023 City Bond. The Paying Agent shall initially be the Series 2023 Trustee.

“**Payments**” shall have the meaning given it in Section 12(b) hereof.

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

“**Project**” shall mean providing funds for (i) the Construction Project, including funding capitalized interest, if applicable; (ii) participating and utilizing NMTCs and/or MS NMTCs to finance the Construction Project; (iii) authorizing the use of a Public Entity, including but not limited to the JRA, and a Public Benefit Corporation to be utilized as defined specifically pursuant to the MS NMTC Act; (iv) entering into or approving various leases, loans and other financing arrangements with the Public Entity, a Public Benefit Corporation and other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body and (v) paying the costs of issuance for the Series 2023 City Bond and the Series 2023 Bonds.

“**Public Benefit Corporation**” shall mean any “Public Benefit Corporation,” as defined specifically pursuant to § 57-105-1(7)(b)(ii) of the MS NMTC Act, as created by the JRA or the Public Entity.

“**Public Entity**” shall mean a Public Entity, as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act, which includes, without limitation, the JRA.

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

“**Record Date**” shall have the meaning given to it in Section 1.01 of the Series 2023 Indenture.

“**Registered Owner**” shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent and shall initially be the Lender.

“**Series 2022 Bonds**” shall mean the \$7,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2022 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) dated December 22, 2022 authorized by the Series 2022 Indenture.

“**Series 2022 City Bond**” shall mean the tax-exempt \$7,500,000 General Obligation Bond, Series 2022, of the City dated December 22, 2022 authorized pursuant to the Series 2022 City Bond Resolution.

“**Series 2022 City Bond Resolution**” shall mean the Series 2022 City Bond Resolution dated November 8, 2022, in connection with the issuance of the Series 2022 City Bond.

“**Series 2022 Indenture**” shall mean that certain Indenture of Trust dated December 22, 2022, by and between the Lender and the Series 2022 Trustee, pursuant to which the Series 2022 Bonds were issued.

“**Series 2022 Trustee**” shall mean The Peoples Bank, Biloxi, Mississippi the Series 2023 Trustee.

“**Series 2023 Bonds**” shall mean the not to exceed \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project).

“**Series 2023 Bond Fund**” shall mean the City of Jackson, Mississippi Taxable General Obligation Bond, Series 2023, 2023 Bond Fund provided for in Section 12 hereof.

“**Series 2023 City Bond**” shall mean the not to exceed \$9,500,000 Taxable General Obligation Bond, Series 2023, of the City authorized and directed to be issued in this resolution.

“**Series 2023 City Bond Purchase Agreement**” shall mean that certain Series 2023 City Bond Purchase Agreement, dated the date of delivery by and between the City and the Bank in connection with the issuance and sale of the Series 2023 City Bond.

“**Series 2023 City Bond Resolution**” shall mean this Series 2023 City Bond Resolution dated September 26, 2023, in connection with the issuance of the Series 2023 City Bond.

“**Series 2023 City Documents**” shall mean collectively, the Series 2023 City Bond Purchase Agreement, the Mississippi Development Bank Series 2023 Bond Purchase Agreement and the Series 2023 Indenture.

“**Series 2023 Construction Fund**” shall mean the City of Jackson, Mississippi Taxable General Obligation Bond, Series 2023, 2023 Construction Fund provided for in Section 13 hereof.

“**Series 2023 Indenture**” shall mean that certain Indenture of Trust, to be dated the date of delivery thereof, by and between the Lender and the Series 2023 Trustee, pursuant to which the Series 2023 Bonds are issued the Series 2023 Indenture

“**Series 2023 Trustee**” shall mean a bank or other financial institution hereafter designated by the Mayor upon sale of the Series 2023 Bonds, which financial institution will have corporate trust powers and be qualified to act as Trustee under the Series 2023 Indenture.

“**State**” shall mean the State of Mississippi.

“**Term Sheet**” shall mean that certain Term Sheet to be attached as an exhibit to the Series 2023 Mississippi Development Bank Bond Purchase Agreement.

“**Transfer Agent**” shall mean any bank, trust company or other institution hereafter designated by the Mayor for the registration of the owner of the Series 2023 City Bond and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. The Transfer Agent shall initially be the Series 2023 Trustee.

“**Urban Renewal Act**” shall mean Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time with said Urban Renewal Act being required to approve the 2023 Urban Renewal Plan to facilitate the NMTC Financing as defined herein.

“**Urban Renewal Area**” shall mean certain real property determined by the Governing Body, pursuant to a certain resolution to be dated October 10, 2023, to be blighted including, but not limited to, the Project Sites.

“2023 Urban Renewal Plan” shall mean the Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023) approved by the Governing Body as provided and pursuant to the Urban Renewal Act.

“2023 Urban Renewal Project” shall mean the Construction Project or as defined in the 2023 Urban Renewal Plan.

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

2. On August 22, 2023, the Governing Body adopted a resolution entitled the following: **“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”** (the **“Intent Resolution”**) wherein the Governing Body indicated its intent to (a) issue general obligation bonds of the City, in one or more series, in a total aggregate principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), (b) issue a general obligation bond of the City, in one or more series, to be sold to the Bank in a total aggregate principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), and/or (c) enter into a loan 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), and fixed 10:00 o'clock a.m. on September 26, 2023, as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution.

3. As required by law and as directed by the aforesaid Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Mississippi Link* and/or *The Clarion Ledger*, 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, the first publication having been made not less than twenty-one (21) days prior to September 26,

2023, and the last publication having been made not more than seven (7) days prior to such date as evidenced by the publisher's affidavit heretofore presented and filed with the City Clerk.

4. On or prior to 10:00 o'clock a.m. on September 26, 2023, no written protest against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk in her office located in City Hall.

5. The Governing Body did meet at its usual meeting place in City Hall at 10:00 o'clock a.m. on September 26, 2023, and the Governing Body did adopt a resolution finding and determining that no protest against the issuance of the general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution had been duly filed with the City Clerk on or before 10:00 o'clock a.m. on September 26, 2023 as required by the Intent Resolution.

6. The Governing Body is now authorized and empowered by the provisions of the Series 2023 City Bond the Act and other applicable laws of the State, to issue its Series 2023 City Bond in one or more series, and sell same to the Bank for the purpose of providing funds for Project without any election on the question of the issuance thereof.

7. The assessed value of taxable property within the City, according to the last completed assessment for taxation, is \$1,286,103,862; the City has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, in the amount of \$99,270,000, and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of \$99,270,000; the issuance of the Series 2023 City Bond, when added to the outstanding bonded indebtedness of the City, 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 taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

8. The Governing Body is now desirous of proceeding with the issuance of the Series 2023 City Bond pursuant to this Series 2023 City Bond Resolution and the purchase thereof by the Bank with the proceeds of the Series 2023 Bonds and authorizing the direct placement of the Series 2023 Bonds with the Lender pursuant to a formal request for a term sheet (the "Term Sheet") distributed by the Municipal Advisor on behalf of the City on September 18, 2023 and said Governing Body hereby authorizes the Mayor, in consultation with the Municipal Advisor, to execute the Term Sheet upon receipt from the Lender and approval by the Bank pursuant to the parameters contained in Section 26 hereof.

9. The Governing Body hereby receives, examines and considers the following forms of documents concerning the issuance, sale and purchase of the Series 2023 City Bond by the Bank and the issuance and placement of the Series 2023 Bonds by the Bank: (i) the form of the Series 2023 City Bond Purchase Agreement, which provides for the sale of the Series 2023 City Bond to the Bank; (ii) the form of the Series 2023 Indenture the Series 2023 Trustee pursuant to the Series 2023 Bonds will be issued and by which they will be secured; and (iii) the form of the Mississippi Development Bank Series 2023 Bond Purchase Agreement, which provides for the placement of the Series 2023 Bonds to the Lender.

10. The Governing Body is authorized under the Bank Act and the Series 2022 Indenture to provide for the payment in full of the Series 2022 Bonds from any amounts remaining in the any of the funds and accounts held by the Series 2022 Trustee pursuant to the Series 2022 Indenture, any accounts held by the City in connection with the issuance of the Series 2022 Bonds and from proceeds of the Series 2023 Bonds.

11. The Governing Body does now find, determine and adjudicate that each of the Series 2023 City Documents referred to above, which Series 2023 City Documents are now before the Governing Body, is in appropriate form for the purposes identified.

12. The City will make payments on the Series 2023 City Bond in amounts sufficient to pay the principal of, premium, if any, and interest on the Series 2023 Bonds, as and when the same shall become due and payable.

13. The Governing Body finds and determines that upon the approval of its Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023) (the “**2023 Urban Renewal Plan**”) that the Mayor or an Authorized Officer of the City, is authorized to enter into or approve various leases, loans, development agreements and other financing arrangements with JRA, as a Public Entity and a Public Benefit Corporation pursuant to the MS NMTC Act in connection with pursuing an additional subsidy for the Construction Project by participating and utilizing NMTCs pursuant to the Code, and/or MS NMTCs pursuant to the MS NMTC Act to provide additional financing for the Construction Project.

14. The Governing Body does now find, determine and adjudicate that all conditions, acts and things required by the Act, the Urban Renewal Act, the MS NMTC Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this Series 2023 City Bond Resolution, the sale and issuance of the Series 2023 City Bond to the Bank, the issuance and placement of the Series 2023 Bonds, the execution by the City of the Mississippi Development Bank Series 2023 Bond Purchase Agreement, the Term Sheet and the Series 2023 City Bond Purchase Agreement have happened and have been performed in regular and due time, form and manner as required by law.

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

SECTION 1. All of the matters and things recited in the premises sections of this resolution are found and determined to be true and accurate.

SECTION 2. This resolution is adopted pursuant to the Act, the Urban Renewal Act, the MS NMTC Act and the Constitution and laws of the State.

SECTION 3. In consideration of the purchase and acceptance of the Series 2023 City Bond by those who shall hold the same from time to time, this Series 2023 City Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the Series 2023 City Bond. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owner shall be for the equal benefit, protection and security of the Registered Owner of the Series 2023 City Bond, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 4. The Series 2023 City Bond is hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) to raise money for the Project as authorized by the Act.

SECTION 5. (a) Payments of interest on the Series 2023 City Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(f) The Series 2023 City Bond shall be registered as to both principal and interest; shall be dated the date of delivery thereof, shall be issued in a single denomination equal to the principal amount thereof; shall be numbered one; shall bear interest from the date thereof at the rate or rates borne by the Series 2023 Bonds (as provided in the Series 2023 Indenture), payable on an Interest Payment Date; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Series 2023 Bonds in the Series 2023 Indenture.

(g) The Series 2023 City Bond is subject to redemption prior to maturity thereof at the times, to the extent, in the manner and in the amounts that the Series 2023 Bonds are subject to optional and mandatory redemption as provided in Section 4.01 of the Series 2023 Indenture.

SECTION 6. (a) When the Series 2023 City Bond shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the City Clerk

in a record maintained for that purpose, and the City Clerk shall cause to be imprinted upon the Series 2023 City Bond, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 8.

(b) The Series 2023 City Bond shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the Series 2023 City Bond, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the Series 2023 City Bond shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Series 2023 City Bond shall be delivered to the Bank upon payment of the purchase price therefor in accordance with the terms and conditions of the Series 2023 Indenture and the Series 2023 City Bond Purchase Agreement, together with a complete certified transcript of the proceedings done in the matter of the authorization, issuance, sale and validation of the Series 2023 City Bond, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be delivered with the Series 2023 City Bond.

(d) Prior to or simultaneously with the delivery of the Series 2023 City Bond by the Transfer Agent, the City shall file with the Transfer Agent:

(ii) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Series 2023 City Bond; and

(iii) an authorization to the Transfer Agent, signed by the Mayor, to authenticate and deliver the Series 2023 City Bond to the Bank.

(e) At delivery, the Transfer Agent shall authenticate the Series 2023 City Bond and deliver it to the Bank thereof upon payment of the purchase price of the Series 2023 City Bond to the City.

SECTION 7. (a) The City hereby appoints the Series 2023 Trustee designated under the Series 2023 Indenture as the Paying Agent, Series 2023 Trustee and Transfer Agent for the Series 2023 City Bond. The City specifically reserves the right to hereafter designate and/or approve a separate Paying Agent, Transfer Agent and/or Series 2023 Trustee in its discretion, subject, however to the terms and conditions of the Series 2023 Indenture, as hereinafter provided.

(b) So long as the Series 2023 City Bond shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Series 2023 City Bond. The Transfer Agent is hereby appointed registrar for the Series 2023 City Bond, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, the Series 2023 City Bond if entitled to registration or transfer.

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

(d) (ii) An Agent may at any time resign and be discharged of the duties and obligations of the function of the Series 2023 Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11.05 and 11.06 of the Series 2023 Indenture.

(iii) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 11.07 of the Series 2023 Indenture.

(iv) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Series 2023 Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, list of Registered Owner and all other records, documents and instruments relating to its duties as such Agent.

(v) The provisions of Section 11.08 of the Series 2023 Indenture shall govern the acceptance of any appointment of a successor Agent.

(vi) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vii) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Series 2023 City Bond.

(viii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Series 2023 Bond Resolution.

SECTION 8. The Series 2023 City Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Series 2023 Bond Resolution:

[BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO _____, _____, _____, AS TRUSTEE UNDER AN INDENTURE OF TRUST, DATED _____, 2023, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE SERIES 2023 TRUSTEE (THE "SERIES 2023 INDENTURE"). THIS CITY BOND IS REGISTERED IN THE NAME OF THE SERIES 2023 TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE SERIES 2023 INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
HINDS COUNTY
CITY OF JACKSON
TAXABLE GENERAL OBLIGATION BOND
SERIES 2023

NO. 1 \$ _____

<u>Rate of Interest</u>	<u>Maturity</u>	<u>Dated Date</u>	<u>CUSIP</u>
%		_____, 2023	NA

Registered Owner: _____, _____ as
Trustee (the "Series 2023 Trustee")

Principal Amount: _____ DOLLARS

The City of Jackson, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi (the "State"), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Series 2023 City Bond, at the principal office of _____, _____, _____, or its successor, as paying agent (the "Paying

Agent") for the Taxable General Obligation Bond, Series 2023, of the City (the "**Series 2023 City Bond**"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Series 2023 City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, _____, _____, or its successor, as transfer agent for the Series 2023 City Bond (the "**Transfer Agent**") at the times and periods as provided in the Series 2023 Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this Series 2023 City Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Series 2023 Bond Resolution (defined below)).

Payments of principal of and interest on this Series 2023 City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Series 2023 Bond Resolution) to such Registered Owner's address as it appears on such registration records.

This Series 2023 City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "**City Bond Act**") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), and by the further authority of proceedings duly had by the Mayor and City Council of the City (the "**Governing Body**"), including a resolution adopted September 26, 2023 (the "**Series 2023 City Bond Resolution**").

This Series 2023 City Bond is issued in the aggregate authorized principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) to raise money for the purpose of funding a portion of the (a) repairing, improving, adorning and equipping of 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 and for other authorized purposes under the Act (the "**Construction Project**"), (b) providing funds to Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act ("**JRA**") in connection with the NMTC Financing (defined below) for the Construction Project, (c) providing for the payment in full of the Series 2022 Bonds (as defined in the Series 2023 City Bond Resolution), (d) pursuing 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 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, (e) authorizing the use of a Public Entity (the "**Public Entity**"), including but not limited to the JRA to be utilized as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act as well as a "Public Benefit Corporation" as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act ("**Public Benefit Corporation**"); (f) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (g) providing for capitalized interest, if necessary, for the Series 2023 City Bond, and (h) paying the costs of borrowing associated with the issuance of the Series 2023 Bonds, the Series 2023 City Bond and the NMTC Financing (collectively, (a) through (h), the "**Project**").

The City will duly and punctually pay the principal of, premium, if any, and interest on the Series 2023 City Bond at the dates and the places and in the manner mentioned in the Series 2023 City Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the Series 2023 City Bond, the City agrees to make payments upon the Series 2023 City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the not to exceed \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) (the "**Series 2023 Bonds**"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank (the "**Bank**") and the Series 2023 Trustee, dated _____, 2023 (the "**Series 2023 Indenture**") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Series 2023 City Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the Series 2023 City Bond is or may be issued and secured.

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

The Series 2023 City Bond is and will continue to be 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; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Series 2023 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2023 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Series 2023 City Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Series 2023 City Bond as the same falls due.

This Series 2023 City Bond is the only evidence of indebtedness issued and outstanding under the Series 2023 City Bond Resolution. This Series 2023 City Bond has been purchased by the Bank and has been assigned to the Series 2023 Trustee under the Series 2023 Indenture; this Series 2023 City Bond is registered in the name of the Series 2023 Trustee and is non-transferrable except as provided in the Series 2023 Indenture.

The City and the Series 2023 Trustee may deem and treat the person in whose name this Series 2023 City Bond is registered as the absolute owner hereof, whether this Series 2023 City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this Series 2023 City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this Series 2023 City Bond to the extent of the sum or sums or paid, and neither the City nor the Series 2023 Trustee shall be affected by any notice to the contrary.

This Series 2023 City Bond shall only be redeemed under the Series 2023 City Bond Resolution to the extent and in the manner required to redeem the Series 2023 Bonds pursuant to the provisions of the Series 2023 Indenture.

Modifications or alterations of the Series 2023 Bond Resolution may be made only to the extent and under the circumstances permitted by the Series 2023 Indenture.

This Series 2023 City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2023 City Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2023 City Bond, in order to make the same legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Series 2023 City Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Series 2023 City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk
(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Series 2023 City Bond is the Series 2023 City Bond described in the within mentioned Series 2023 City Bond Resolution and is the Taxable General Obligation Bond, Series 2023, of the City of Jackson, Mississippi.

_____,
as Transfer Agent

BY: _____
Authorized Signatory

Date of Registration and Authentication: _____, 2023

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF HINDS
CITY OF JACKSON**

I, the undersigned City Clerk of the City of Jackson, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Hinds County, Mississippi, rendered on the ___ day of _____, 2023.

City Clerk
(SEAL)

[END OF CITY BOND FORM]

SECTION 9. In case the Series 2023 City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Series 2023 City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Series 2023 City Bond, or in lieu of and in substitution for such Series 2023 City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Series 2023 City Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that the Series 2023 City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 10. For the purpose of effectuating and providing for the payment of the principal of and interest on the Series 2023 City Bond as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the Series 2023 City Bond and any additional obligations of the City under the Series 2023 Indenture; provided, however,

that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the 2023 Bond Fund of the Series 2023 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2023 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Series 2023 City Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the Series 2023 City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owner of the Series 2023 City Bond in any subsequent year to have adequate taxes levied and collected to meet all of the aforesaid obligations of the Series 2023 City Bond.

SECTION 11. Only if the Series 2023 City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the Series 2023 City Bond be entitled to the rights, benefits and security of this Series 2023 City Bond Resolution. The Series 2023 City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Series 2023 City Bond Resolution. The Transfer Agent's certificate of registration and authentication on the Series 2023 City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on the Series 2023 City Bond that may be issued hereunder at any one time.

SECTION 12. Ownership of the Series 2023 City Bond shall be in the name of the Bank or its assignee. The Person in whose name the Series 2023 City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on the Series 2023 City Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2023 City Bond to the extent of the sum or sums so paid.

SECTION 13. The Series 2023 City Bond shall be transferable only as provided in the Series 2023 Indenture. Upon the transfer of the Series 2023 City Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered City Bond.

SECTION 14. (a) The City hereby establishes the 2023 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Series 2023 City Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2023 Bond Fund as and when received:

- (ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 10 hereof;
- (iii) Any income received from investment of monies in the 2023 Bond Fund; and
- (iv) Any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the Series 2023 City Bond or for other obligations of the City which may be due under the Series 2023 Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2023 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the Series 2023 City Bond or the Series 2023 Bonds remain outstanding and/or other obligations of the City remain outstanding under the Series 2023 Indenture, the City Clerk is hereby irrevocably authorized and directed to withdraw from the 2023 Bond Fund sufficient monies to pay (i) the principal of, premium, if any, and interest coming due on the Series 2023 Bonds, and (ii) any additional payments necessary and required as obligations of the City under the Series 2023 Indenture, and to transfer same to the account of the Series 2023 Trustee in time to reach the Series 2023 Trustee at least five (5) days

prior to the date on which said interest or principal and interest or premium, if any, on the Series 2023 Bonds shall become due (collectively, the "**Payments**"). The Series 2023 Trustee shall deposit all Payments received in the General Account of the General Fund of the Series 2023 Indenture, or such other fund or account in the Series 2023 Indenture as so directed in the Series 2023 Indenture.

SECTION 15. (a) The City hereby establishes the 2023 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the Series 2023 City Bond shall be deposited in the 2023 Construction Fund. Any income received from investment of monies in the 2023 Construction Fund shall be deposited in the 2023 Construction Fund and shall be used for the provision of funds to JRA in order to use as necessary in the NMTC Financing and/or may be used directly for the cost of the Construction Project and, if necessary, shall be deposited in the 2023 Bond Fund for the payment of debt service on the Series 2023 City Bond. From the 2023 Construction Fund there shall be held and disbursed moneys for provisions of funds to JRA to use in the NMTC Financing, the acquisition and construction of the Construction Project, as authorized by the Act, the Urban Renewal Act and the MS NMTC Act. Any amounts which remain in the 2023 Construction Fund after the completion of the Construction Project shall be transferred to the 2023 Bond Fund and used as permitted under State law.

(b) Funds on deposit in the 2023 Construction Fund may be invested in Investment Securities, as defined in the Series 2023 Indenture, to the extent they are authorized by the Bank Act and applicable provisions of State law.

SECTION 16. (a) Payment of principal on the Series 2023 City Bond shall be made at the principal office of the Paying Agent; provided, however, the final payment of principal shall be made upon the presentation and surrender of the Series 2023 City Bond at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the Series 2023 City Bond shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Series 2023 City Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the Series 2023 City Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent.

SECTION 17. The Series 2023 City Bond shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the City Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Series 2023 City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 18. The City hereby approves and acknowledges the Series 2023 Indenture and the terms and provisions thereof in the form attached as **EXHIBIT A** to this Series 2023 City Bond Resolution with such completions, changes, insertions and modifications as shall be approved by the Mayor, Clerk, or any other Authorized Officer and recognizes that many items governing the terms and conditions of the Series 2023 City Bond are based upon terms, limitations and conditions provided in the Series 2023 Indenture.

SECTION 19. The Series 2023 City Bond Purchase Agreement submitted to the Governing Body in the form as provided in **EXHIBIT B** hereto, and shall be, and the same hereby is, approved in substantially said form. The Mayor and the Clerk are hereby authorized and directed to execute and deliver the Series 2023 City Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 20. The Mississippi Development Bank Series 2023 Bond Purchase Agreement submitted to the Governing Body in the form as provided in **EXHIBIT C** hereto, which will include the Term Sheet, and shall be, and the same hereby is, approved in substantially said form. The Mayor is hereby authorized and directed to execute the Mississippi Development Bank Series 2023 Bond Purchase Agreement and the Term Sheet for and on behalf of the City, subject to the following conditions : (1) compliance of the City with the provisions of Act regarding the issuance of its Series 2023 City Bond; (2) the aggregate principal amount of the Series 2023 Bonds shall not to exceed \$9,500,000; (3) approval by the City of the sale of the Series 2023 City Bond to the Bank evidenced by the City's execution of the Series 2023 City Bond Purchase Agreement; (4) maturity schedule for Series 2023 Bonds of not to exceed 21 years; (5) the interest rates to be borne by the Series 2023 Bonds pursuant to a Term Sheet to be delivered by the Lender in an amount not to exceed eleven percent (11%); and (6) terms and provisions of the Series 2023 Bonds in compliance with the Act.

The Governing Body hereby approves the form of and execution of the Series 2023 City Bond Purchase Agreement and Mississippi Development Bank Series 2023 Bond Purchase Agreement and hereby authorizes the Mayor and the Clerk to execute same on behalf of said Governing Body. All provisions of the Series 2023 City Bond Purchase Agreement and Mississippi Development Bank Series 2023 Bond Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this Series 2023 City Bond Resolution fully and to the same extent as if separately set out verbatim herein, which said Series 2023 City Bond Purchase Agreement and Mississippi Development Bank Series 2023 Bond Purchase Agreement shall be in substantially the form as provided hereto, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 21. The Governing Body authorizes the Mayor or any Authorized Officer of the City that upon the approval of the 2023 Urban Renewal Plan to enter into or approve various leases, loans, development agreements and other financing arrangements with the JRA, a Public Entity or Public Benefit Corporation, as defined specifically pursuant to the MS NMTC Act in connection with the NMTC Financing and pursuant to the Code and/or the MS NMTC Act to provide additional funding for the Construction Project.

SECTION 22. The Series 2023 City Bond shall be sold to the Bank based on the terms and conditions of the Series 2023 City Bond Purchase Agreement and the Mississippi Development Bank Series 2023 Bond Purchase Agreement, which incorporates the terms and conditions of the Lender's Term Sheet.

SECTION 23. The Series 2023 Bonds are being sold to Cadence Bank without a view for distributing said Series 2023 Bonds. The Lender shall be required to execute a certification at closing to the effect that the Series 2023 Bonds are being purchased for the account of the Lender without the intent to distribute.

SECTION 24. The City may issue Additional Bonds in one or more series pursuant to a supplement to this Series 2023 Bond Resolution to provide funds for approved projects of the City so long as: (a) no default has occurred and is continuing under this Series 2023 Bond Resolution or the Series 2023 Indenture. Such series of Additional Bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Series 2023 City Bond Resolution or separate resolution authorizing the issuance of such series of Additional Bonds. Refunding bonds may be issued under and secured by a supplement to this Series 2023 City Bond Resolution for the purpose of providing funds for the refunding of the Series 2023 City Bond and Additional Bonds, upon compliance with the provisions above. It is intended that this Section 24 allow for the provision of Additional Bonds and refunding bonds commensurate with the ability of the Bank to issue additional Series 2023 Bonds and refunding Series 2023 Bonds as provided in Article II of the Series 2023 Indenture.

SECTION 25. (a) The Bank and the City, without the consent of the owners of any of the Series 2023 Bonds outstanding under the Series 2023 Indenture, may enter into supplements to this Series 2023 City Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Series 2023 City Bond Resolution or the Series 2023 Indenture, and in addition thereto for the following purposes:

-
- (i) To cure any ambiguity or formal defect or omission in the Series 2023 Indenture;
 - (ii) To grant to or confer upon the Series 2023 Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Series 2023 Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of the Outstanding Series 2023 City Bond and does not require unanimous consent of the Bondholders pursuant to the Series 2023 Indenture;
 - (iii) To subject to the Series 2023 Indenture additional Revenues, properties or collateral;
 - (iv) To modify, amend or supplement the Series 2023 Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Series 2023 Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Series 2023 Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
 - (v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Series 2023 Indenture or the succession of a new registrar and/or paying agent; and
 - (vi) In connection with issuance of refunding bonds.

(b) The provisions of this Series 2023 City Bond Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of Series 2023 Bonds then outstanding; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Series 2023 Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Series 2023 Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the City shall request the Series 2023 Trustee to consent to a proposed amendment for any of the purposes of this Section 22, the Series 2023 Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Series 2023 Indenture. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Series 2023 Trustee for inspection by all holders of Series 2023 Bonds. If, within 60 days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Series 2023 Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Series 2023 Trustee, the City or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Series 2023 Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

(d) Copies of any such supplement or amendment shall be filed with the Series 2023 Trustee and delivered to the Bank and the City before such supplement or amendment may become effective.

SECTION 26. The Mayor is hereby given the authority to designate the Series 2023 Trustee under the Series 2023 Indenture providing for the issuance of the Series 2023 Bonds, such designation and approval to be evidenced by the execution of closing documents and certificates by the Executive Director of the Bank, acting for and on behalf of the Bank, and the Mayor of the City, acting for and on behalf of the City.

SECTION 27. The Mayor and/or the Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Series 2023 Trustee for the Series 2023 Bonds on the closing date of the Series 2023 Bonds the costs of issuance of said Series 2023 Bank and cost of issuance for the Series 2023 City Bond of the City; provided, however, total costs of issuance for said Series 2023 Bonds and the Series 2023 City Bond shall not exceed five (5%) percent of the par amount of the Series 2023 Bonds.

SECTION 28. Upon receiving the recommendation of the Municipal Advisor, the Mayor and Clerk are hereby authorized and directed to make all final determinations necessary to prepare the Series 2023 Indenture, the sale of the Series 2023 Bonds, including the date of sale, the dated date of the Series 2023 Bonds, the final principal amount of the Series 2023 Bonds, the maturity schedule relating to the Series 2023 Bonds, the redemption terms of the Series 2023 Bonds, to facilitate and provide for the payment in full of the outstanding Series 2022 Bonds and the corresponding Series 2022 City Bond from any amounts remaining in the Series 2022 Construction Fund, the Series 2022 Capitalized Interest Account, Series 2022 General Account and from the proceeds of the Series 2023 Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Bank for the sale of the Series 2023 Bonds and authorization of the Mayor to execute the Mississippi Development Bank Series 2023 Bond Purchase Agreement, including the Term Sheet, acting for and on behalf of the City.

SECTION 29. Prior to their delivery, the Series 2023 City Bond shall be validated pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, by the Chancery Court of Hinds County, Mississippi.

SECTION 30. The Mayor and Clerk be, and they are hereby authorized and directed for and on behalf of the Governing Body, to take any and all such action as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority, including of the final Term Sheet in connection with the Series 2023 Bonds.

SECTION 31. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Series 2023 City Bond Resolution shall become effective upon the adoption hereof.

EXHIBIT A

INDENTURE OF TRUST

BY AND BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

**THE _____,
AS SERIES 2023 TRUSTEE**

DATED AS OF _____, 2023

RE:

MISSISSIPPI DEVELOPMENT BANK

TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2023
(CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM
IMPROVEMENT BOND PROJECT)

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EXHIBIT A – FORM OF SERIES 2023 CITY BOND

INDENTURE OF TRUST

This INDENTURE OF TRUST is dated as of _____, 2023, by and between the MISSISSIPPI DEVELOPMENT BANK, a public body corporate and politic, of the State of Mississippi (the "State") exercising essential public functions (the "Bank"), organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq. (as from time to time amended, the "Bank Act") and _____, a state banking corporation duly organized and existing under the laws of the State of Mississippi and duly authorized to accept and execute trusts of the character herein with a corporate trust office in Biloxi, Mississippi, as Trustee (the "2023 Trustee").

WITNESSETH:

WHEREAS, the Bank is authorized and empowered by the provisions of the Act to issue bonds for the purpose of buying Securities of Local Governmental Units (all as defined in the Bank Act); and

WHEREAS, the execution and delivery of this Indenture of Trust (this "Indenture") has been in all respects duly and validly authorized by a resolution duly passed and approved by the Board of the Bank.

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the Series 2023 Trustee of the trusts hereby created and of the purchase and acceptance of the Series 2023 Bonds (as hereinafter defined) by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Series 2023 Bonds according to their tenor and effect and to secure the performance and observance by the Bank of all covenants expressed or implied herein and in the Series 2023 Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, monies and other assets described in the following Granting Clauses to the Series 2023 Trustee and its successors in trust and assigns forever (collectively, the "Trust Estate"), for the securing of the performance of the obligations of the Bank hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

GRANTING CLAUSE FIRST

All cash and securities now or hereafter held in the Funds (as hereinafter defined) and Accounts (as hereinafter defined) created or established under this Indenture (other than the Rebate Fund) and the investment earnings thereon (other than the Rebate Fund) and all proceeds thereof (except to the extent in the Rebate Fund or any amounts which are transferred from such Funds and Accounts from time to time in accordance with this Indenture).

GRANTING CLAUSE SECOND

The Series 2023 City Bond (as hereinafter defined) acquired and held by the Series 2023 Trustee pursuant to this Indenture, all the payments thereunder, including Additional Payments as defined herein, due under the Series 2023 City Bond Resolution, all the earnings thereon and all proceeds thereof.

GRANTING CLAUSE THIRD

All funds, accounts and moneys hereinafter pledged to the Series 2023 Trustee as security by the Bank to the extent of that pledge.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Series 2023 Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2023 Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2023 Bonds over any of the other Series 2023 Bonds except as otherwise expressly provided herein;

PROVIDED HOWEVER, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of and interest on the Series 2023 Bonds due or to become due thereon, at the times and in the manner mentioned in the Series 2023 Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Series 2023 Trustee of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Series 2023 Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Bank has agreed and covenanted, and does hereby agree and covenant, with the Series 2023 Trustee and with the respective owners, from time to time, of the Series 2023 Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01 Definitions. The following words and phrases shall have the following meanings unless the context otherwise requires:

"Accounts" means the accounts created pursuant to Article VI hereof.

"Act" means together the Bank Act and the City Bond Act.

"Additional Payments" means such Additional Payments as required by this Indenture, which include, each and all of the following, to be paid by the City under the Series 2023 City Bond Resolution:

- (a) all Costs of Issuance to the extent not paid from the proceeds of the Series 2023 Bonds;
- (b) to or upon the order of the Series 2023 Trustee, upon demand, all fees of the Series 2023 Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance on request of the Series 2023 Trustee of services required under the Indenture for which the Series 2023 Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof the City may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Series 2023 Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;
- (c) to the Issuer and the Series 2023 Trustee, the Administrative Expenses, and all other reasonable expenses incurred by the Issuer and the Series 2023 Trustee in relation to the Construction Project under the Series 2023 City Bond Resolution which are not otherwise required to be paid by the City under the terms of the Series 2023 City Bond Resolution and all indemnity payments required to be made under Section 11.09 hereof; and
- (d) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by the Series 2023 Trustee or the Issuer at any time, in connection with (i) the preparation, negotiation and execution of this Indenture, the Series 2023 City Bond, the Series 2023 City Bond Resolution and all other Bond Documents, any amendment of or modification of this Indenture, the Series 2023 City Bond, the Series 2023 City Bond Resolution or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (ii) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Issuer, the Series 2023 Trustee, the City or any other person in any way relating to the Construction Project, the Series 2023 City Bond, the Series 2023 City Bond Resolution, the other Bond Documents, or the City's affairs; (iii) any attempt to enforce any rights of the Series 2023 Trustee or the Issuer against the City or any other person which may be obligated to the Series 2023 Trustee and/or Issuer by virtue of the Series 2023 City Bond, the City Bond Resolution, the other Bond Documents or any other Construction Project related document; (iv) any action to protect, collect, sell, liquidate or otherwise dispose of the Construction Project; and (v) performing any of the obligations relating to or payment of any obligations of the City hereunder in accordance with the terms hereof or any other Bond Document.

"Authorized Officer" means the President, Vice President, or Executive Director or Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

"Bank" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions organized under the Bank Act.

"Bank Act" means the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq., as amended from time to time.

"Bankruptcy Code" means the 11 U.S.C. Sections 101 et seq., as amended or supplemented from time to time.

"Bond Counsel" means Butler Snow LLP or an attorney or firm of attorneys approved by the City and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code.

"Bond Issuance Expense Account" means the account by that name created by Section 6.02 hereof.

"Bond Register" means the registration records of the Bank kept by the Series 2023 Trustee to evidence the registration and transfer of the Series 2023 Bonds.

"Bondholder" or "holder of Bonds" or "owner of Bonds" or any similar term means the Registered Owner of any Bond.

"Bonds" means the Series 2023 Bonds, Series 2023 Bank Bonds and any Refunding Bonds.

"Business Day" means any day, other than a Saturday or Sunday, on which the Series 2023 Trustee or the City Hall of the City is not closed and on which the payment system of the Federal Reserve System, is operational.

"Capitalized Interest Account" means the account by that name created by Section 6.02 hereof.

"City" shall mean the City of Jackson, Mississippi, a "local governmental unit" under the Bank Act.

"City Bond Act" means the provisions of Mississippi Code of 1972, Sections 21-33-301 et seq., as amended from time to time.

"City Bond Interest Payment" means that portion of a City Bond Payment which represents the interest due or to become due on City Bond held by the Series 2023 Trustee pursuant to this Indenture.

"City Bond Payment" means the amounts paid or required to be paid, from time to time, for principal, premium, if any, and interest on the Series 2023 City Bond held by the Series 2023 Trustee pursuant to this Indenture.

"City Bond Principal Payment" means that portion of a City Bond Payment which represents the principal due or to become due on the Series 2023 City Bond held by the Series 2023 Trustee pursuant to this Indenture.

"Code" means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2023 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

"Construction Project" shall mean 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 and for other authorized purposes under the Act.

"Costs of Issuance" shall mean items of expense payable or reimbursable by or indirectly by the Bank and related to the authorization, sale, validation and issuance of the Series 2023 Bonds and the purchase and validation of the Series 2023 City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Series 2023 Trustee, legal fees and charges, professional consultants' fees, financial advisor fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Series 2023 Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and approved by the Bank and the Series 2023 Trustee.

"Default" means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

"Event of Default" means any occurrence or event specified in Section 10.01 hereof.

"Fees and Charges" means fees and charges established by the Bank from time to time pursuant to the Act which are payable by the City.

"Fiscal Year" means the Bank's fiscal year being the twelve-month period from July 1 through the following June 30 or such other as may be established by the Bank.

"Funds" means the funds created pursuant to Article VI hereof (other than the Rebate Fund).

"General Account" means the account by that name created by Section 6.02 hereof.

"General Fund" means the fund by that name created by Section 6.02 hereof.

"Governmental Obligations" means to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

"Indenture" means this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII hereof.

"Interest Payment Date" means any date on which interest is payable on the Series 2023 Bonds, and for the Series 2023 Bonds, June 1 and December 1, commencing June 1, _____.

"Investment Securities" means any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

"Local Governmental Unit" means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank.

"Notice Address" means, with respect to the City, the City's address given in connection with the sale of the Series 2023 City Bond to the Bank, and, with respect to the Bank, the Series 2023 Trustee and the Original Lender:

Bank: Mississippi Development Bank

735 Riverside Drive, Suite 300

Jackson, MS 39202

Attention: Executive Director

Series 2023 Trustee: _____ Bank

_____, MS 39530

Attention: Corporate Trust Department

Original

Lender: Cadence Bank

525 East Capitol Street

Jackson, MS 39201

Attention: Public Sector Finance

"Opinion of Bond Counsel" means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Series 2023 Trustee.

"Opinion of Counsel" means a written opinion of Counsel addressed to the Series 2023 Trustee, for the benefit of the owners of the Series 2023, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Series 2023 Bonds and who is acceptable to the Series 2023 Trustee.

"Original Lender" means Cadence Bank, Jackson, Mississippi.

"Outstanding" or "Bonds Outstanding" means all Series 2023 Bonds which have been authenticated and delivered by the Series 2023 Trustee under this Indenture, including Series 2023 Bonds held by the Bank, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds deemed paid under Article IX hereof; and
- (c) Bonds in lieu of which other Bonds have been authenticated under Section 3.05, 3.06 or 3.10 hereof.

"Paying Agent" means _____ Bank, a state banking corporation, or any successor thereto, acting as the Paying Agent under the Series 2023 City Bond Resolution.

"Positive Cash Flow Certificate" means a certificate prepared in accordance with Section 5.11 hereof by the Bank to the effect that immediately after the occurrence or non-occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under this Indenture (other than the Rebate Fund) and available therefor in accordance with Section 5.11 (b) hereof, will at least be sufficient on each Interest Payment Date to provide payment of the principal and interest of the Outstanding Bonds due on such date and the payment of Program Expenses, if any.

"Principal Office" means, as it relates to the Series 2023 Trustee, the address for the Series 2023 Trustee set forth under the definition of Notice Address above.

"Principal Payment Date" means the maturity date or the mandatory sinking fund redemption date of any Bond.

"Program" means the program for purchasing the Series 2023 City Bond by the Bank pursuant to the Bank Act.

"Program Expenses" means all of the fees and expenses of the Series 2023 Trustee relating to the Series 2023 Bonds or Series 2023 City Bond, any expenses for preparing Positive Cash Flow

Certificates under Section 5.11 and costs of determining the amount rebatable, if any, to the United States of America under Section 6.11 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

"Purchase Account" means the account by that name created by Section 6.02 hereof.

"Rebate Fund" means the fund by that name created by Section 6.02 hereof.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Redemption Account" means the account by that name created by Section 6.02 hereof.

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption prior to maturity.

"Refunding Bonds" means Series 2023 Bonds issued pursuant to Sections 2.04 and 2.05 hereof and any Supplemental Indenture.

"Registered Owner" means the person or persons in whose name any Bond shall be registered on the Bond Register.

"Related Documents" shall mean this Indenture and the City Bond Resolution.

"Revenues" means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all City Bond Payments and any Additional Payments paid to the Series 2023 Trustee under the City Bond Resolution.

"Secretary" means the Secretary or the Assistant Secretary of the Bank.

"Series 2023 City Bond" means the \$9,500,000 Taxable General Obligation Bond, Series 2023 (Planetarium Improvement Project), of the City.

"Series 2023 Bonds" or "Series 2023 Bank Bonds" means \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (City of Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) as defined by.

"Series 2023 City Bond Purchase Agreement" means that certain City Bond Purchase Agreement, dated _____, 2023, by and between the City and the Bank in connection with the issuance and sale of the Series 2023 City Bond.

"Series 2023 City Bond Resolution" means that certain Bond Resolution adopted by the City on September 26, 2023, in connection with the issuance of the Series 2023 City Bond.

"Series 2023 Trustee" means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of this Indenture, and which shall initially be The Peoples Bank, Biloxi, Mississippi.

"State" means the State of Mississippi.

"Supplemental Indenture" means an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Series 2023 Trustee in accordance with Article XII hereof.

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee pursuant to the granting clauses hereof.

SECTION 1.02 Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder," and "herewith" and other words of similar

import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article or elsewhere in this Indenture have the meanings assigned to them in this Article or elsewhere in this Indenture, as the case may be, and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) The headings or captions used in this Indenture are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent thereof.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01 Authorization and Issuance of Series 2023 Bonds. Series 2023 Bonds of the Bank to be known and designated as "Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project)," are hereby authorized to be issued. The aggregate principal amount of Series 2023 Bonds that may be issued, authenticated and Outstanding hereunder is Nine Million Five Hundred Thousand Dollars (\$9,500,000.00).

There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2023 Bonds issued pursuant to this Indenture. The Series 2023 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2023 Bonds and the Series 2023 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Series 2023 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2023 Bonds, the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2023 Bonds. In the Act, the State has pledged to and agreed with the holders of any Series 2023 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2023 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2023 Bonds, are fully met and discharged. All Series 2023 Bonds shall mature on or before December 1, ____.

SECTION 2.02 Purpose and Disposition of Series 2023 Bonds.

The purpose for issuing the Series 2023 Bonds is to fund the Purchase Account, in order to provide funds for the purchase of the Series 2023 City Bond to (a) provide funds for the Construction Project, (b) provide funds to Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act ("JRA") in connection with the NMTC Financing (defined below) for the Construction Project, (c) provide for the payment in full of the Series 2022 Bonds (as defined in the Series 2023 City Bond Resolution), (d) pursue 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 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, (e) authorize the use of a Public Entity (the "Public Entity"), including but not limited to the JRA to be utilized as defined specifically pursuant to §

57-105-1 (7)(b)(iii) of the MS NMTC Act as well as a “Public Benefit Corporation” as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act (“Public Benefit Corporation”); (f) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (g) providing for capitalized interest for the Capitalized Interest Account of the General Fund to pay capitalized interest, if necessary, for the Series 2023 City Bond, and (h) paying the costs of borrowing associated with the issuance of the Series 2023 Bonds by funding the Bond Issuance Expense Account, the Series 2023 City Bond and the NMTC Financing (collectively, (a) through (h), the “Project”).

Upon the delivery of the Series 2023 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Series 2023 Trustee proceeds of the Series 2023 Bonds in the amount of \$9,500,000.00 for deposit (i) into the General Fund, Bond Issuance Expense Account, the sum of \$ _____ to pay Costs of Issuance; (ii) into the General Fund, Capitalized Interest Account, the sum of \$ _____ to pay interest on the Series 2023 Bonds during the construction period for the Project; and (iii) into the General Fund, Purchase Account, \$ _____ of the net proceeds to be distributed to the City as provided in the Series 2023 City Bond Purchase Agreement.

SECTION 2.03 General Description of the Series 2023 Bonds. The Series 2023 Bonds shall be issuable as fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Series 2023 Bonds shall be numbered from one (1) upward, as applicable.

Each Series 2023 Bond shall carry an original date of _____, 2023 and shall carry the date on which it is authenticated. If a Series 2023 Bond is authenticated on or prior to June 1, 2023, it shall bear interest from _____, 2023. Each Series 2023 Bond authenticated after June 1, ____ shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Series 2023 Bond unless such Series 2023 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2023 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2023 Bonds shall be payable on June 1 and December 1 of each year, commencing June 1, _____, until the Series 2023 Bonds are paid with the first principal payment commencing on December 1, _____ until December 1, _____. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

The Series 2023 Bonds shall mature on December 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

YEAR OF		
MATURITY	PRINCIPAL AMOUNT	INTEREST
RATE		

SECTION 2.04 Provisions for Issuance of Bonds. The Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture and delivered to the Series 2023 Trustee and thereupon shall be authenticated by the Series 2023 Trustee and by it delivered to the Bank or to the purchasers/lenders thereof, as specified in a written order of the Bank, but only upon the receipt by the Series 2023 Trustee of:

(a) An Opinion of Counsel dated as of the date of delivery thereof to the effect that (i) this Indenture and the performance by the Bank of its obligations hereunder, have been duly authorized, and this Indenture has been duly executed and delivered by the Bank and constitutes the legal, valid and binding agreement of the Bank, enforceable in accordance with its terms; (ii) the Series 2023 Bonds have been duly authorized, sold, executed and delivered by the Bank, and are valid and binding obligations of the Bank enforceable in accordance with their terms; (iii) all resolutions and actions of the Bank relating to the documents in question and all related proceedings comply with all rules and regulations of the Bank and all approvals or other actions required to be obtained or taken by the Bank under the Act have been obtained or taken as required;

- (b) A written order as to the delivery of such Series 2023 Bonds, signed by an Authorized Officer;
- (c) A copy of the resolution adopted and approved by the Bank, authorizing the execution and delivery of this Indenture and the issuance and sale of such Series 2023, certified by an Authorized Officer;
- (d) [Reserved];
- (e) An Opinion of Bond Counsel dated as of the date of delivery thereof;
- (f) A certificate of an Authorized Officer that the issuance of such Series 2023 Bonds will not violate any limitations in the Act or any other laws of the State as to the amount of Series 2023 Bonds that may be Outstanding from time to time;
- (g) A certificate of an Authorized Officer that the Act has not been repealed or amended in a manner that would adversely affect the rights of owners of such Series 2023 Bonds; and
- (h) Such further documents, moneys and securities as are required by the provisions of this Section 2.04 or Article VII.

SECTION 2.05 RESERVED.

SECTION 2.06 Form of Bonds. The Bonds and the Trustee's certificate of authentication to be endorsed on the Series 2023 Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture:

[The remainder of this page left intentionally blank.]

[FORM OF SERIES 2023 BOND]

[FRONT OF BOND]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

MISSISSIPPI DEVELOPMENT BANK

TAXABLE SPECIAL OBLIGATION BOND, SERIES 2023

(JACKSON, MISSISSIPPI GENERAL OBLIGATION BOND PLANETARIUM
IMPROVEMENT PROJECT)

NO. 1 \$9,500,000

Interest Rate	Maturity Date	Original Date	Date of Authentication	CUSIP
---------------	---------------	---------------	------------------------	-------

%	December 1, _____	_____, 2023	_____, 2023	None
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Registered Owner: _____

Principal Amount: NINE MILLION FIVE HUNDRED THOUSAND AND NO/100TH DOLLARS

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("Bank"), organized under the laws of the State of Mississippi, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from

the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this Series 2023 Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which interest has been paid as of the date of authentication of this Series 2023 Bond (unless this Series 2023 Bond is authenticated on or before June 1, 2023, then from _____ or unless this Series 2023 Bond is authenticated after June 1, 2023 and on or before the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this Series 2023 Bond is in default, then from such date when interest has been paid in full) at the Interest Rate per annum stated above, payable on each June 1 and December 1, commencing June 1, ____ with the first principal payment commencing on December 1, ____, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of this Series 2023 Bond is payable at the principal corporate trust office of _____, _____, Mississippi, as trustee (the "Series 2023 Trustee"), or at the principal corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Series 2023 Trustee at the close of business on the fifteenth day of the month prior to such Interest Payment Date) by check mailed on the Interest Payment Date by the Series 2023 Trustee to such Registered Owner at his address as it appears on the registration records of the Bank kept by the Series 2023 Trustee or at such other address as is furnished to the Series 2023 Trustee in writing by such Registered Owner or at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2023 Bonds delivered to the Series 2023 Trustee at least one Business Day prior to the Record Date (as defined in the Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Series 2023 Trustee.

This Series 2023 Bond and the other Series 2023 Bonds, and the interest payable hereon and thereon, are payable solely by the Bank from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the Series 2023 City Bond (as hereinafter defined) purchased by the Bank. The Bank has no taxing power. This Series 2023 Bond and the other Series 2023 Bonds, both as to principal and interest, constitutes neither a debt, liability or loan of the credit of the State of Mississippi ("State") or any political subdivision thereof under the constitution or statutes of the State nor a pledge of the faith and credit, the taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the Series 2023 City Bond is a general obligation of the City. The issuance of the Series 2023 Bonds under the provisions of the Act, as hereinafter defined, does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2023 Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Series 2023 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Act, the State has pledged and agreed with the holders of any Series 2023 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2023 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2023 Bonds, are fully met and discharged.

This Series 2023 Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 2023 (Jackson, Mississippi General

Obligation Bond Planetarium Improvement Project) ("Series 2023 Bonds") issued under and secured by an Indenture of Trust dated as of _____, 2023 ("Series 2023 Indenture"), duly executed and delivered by the Bank to _____ Bank, as Series 2023 Trustee. The Series 2023 Bonds are limited in aggregate principal amount to Nine Million Five Hundred Thousand Dollars (\$9,500,000). The Series 2023 Bonds are issued pursuant to Sections 31-25-1 et seq., Mississippi Code of 1972, as amended ("Bank Act") and Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "City Bond Act" and together with the Bank Act, the "Act"), to provide funds to purchase the Series 2023 City Bond which is a general obligation of the City secured and described in that certain Series 2023 City Bond Resolution, adopted by the Mayor and City Council of the City on September 26, 2023 (the "Series 2023 City Bond Resolution") to provide funds for the purpose of funding a portion of the (a) repairing, improving, adorning and equipping of 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 and for other authorized purposes under the Act (the "Construction Project"), (b) providing funds to Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act ("JRA") in connection with the NMTC Financing (defined below) for the Construction Project, (c) providing for the payment in full of the Series 2022 Bonds (as defined in the Series 2023 City Bond Resolution), (d) pursuing 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 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, (e) authorizing the use of a Public Entity (the "Public Entity"), including but not limited to the JRA to be utilized as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act as well as a "Public Benefit Corporation" as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act ("Public Benefit Corporation"); (f) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (g) providing for capitalized interest, if necessary, for the Series 2023 City Bond, and (h) paying the costs of borrowing associated with the issuance of the Series 2023 Bonds, the Series 2023 City Bond and the NMTC Financing (collectively, (a) through (h), the "Project").

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

The Series 2023 City Bond Resolution, a certified copy of which is on file in the principal corporate trust office of the Series 2023 Trustee, provides that the City is unconditionally obligated to make payments secured by the full, faith and credit of the City in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Bonds issued and Outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Series 2023 Trustee.

In the Series 2023 City Bond Resolution, the City covenants to levy a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of premium, if any, and the interest on the City Bond and any additional obligations of the City under the City Bond Resolution; provided, however, that such tax levy for any year shall be abated pro-tanto to the extent the City on or prior to December 1 of that year has transferred money to the bond fund established for the Series 2023 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2023 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are irrevocably pledged in the City Bond Resolution

for the payment of the principal of, premium, if any, and interest on the Series 2023 City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue.

The Series 2023 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another (collectively, the "Series 2023 Bonds"). To secure payment of principal of and interest on all Series 2023 Bonds and performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Series 2023 Trustee, and has granted to the Series 2023 Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all rights, title and interest of the Bank in and to all moneys and securities from time to time received and held by the Series 2023 Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof except any moneys and securities held in the Rebate Fund established under the Indenture (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "Revenues"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Bank, the Series 2023 Trustee and the owners of the Series 2023 Bonds, the terms and conditions upon which the Series 2023 Bonds are issued and the terms and conditions upon which the Series 2023 Bonds will be paid at or prior to maturity or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Series 2023 Trustee.

THE SERIES 2023 BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE BANK AND DO NOT CONSTITUTE OR CREATE AN OBLIGATION, GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION OF THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS WHATSOEVER AND NEITHER THE FAITH OR CREDIT NOR THE TAXING POWER OF THE STATE, THE BANK OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR THE INTEREST ON THE SERIES 2023 BONDS; PROVIDED, HOWEVER, THAT THE CITY BOND CONSTITUTES A PLEDGE OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY. THE SERIES 2023 BONDS ARE NOT A GENERAL OBLIGATION OF THE BANK BUT ARE A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE BANK PAYABLE SOLELY FROM THE TRUST ESTATE, INCLUDING, WITHOUT LIMITATION, THE AVAILS OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY DERIVED OR TO BE DERIVED FROM PAYMENTS MADE BY THE CITY IN RESPECT OF THE CITY BOND PURSUANT TO THE CITY BOND RESOLUTION AND FROM ANY MONEYS RECEIVED BY THE TRUSTEE UNDER THE INDENTURE. THE BANK HAS NO TAXING POWER.

This Series 2023 Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Series 2023 Bond. This Series 2023 Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer a new Series 2023 Bond or Series 2023 Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

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

The Series 2023 Bonds are issuable as fully registered bonds in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, Series 2023 Bonds may be exchanged for a like aggregate principal amount of Series 2023 Bonds of the same maturity of authorized denominations.

Optional Redemption. The Series 2023 Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after December 1, _____ are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after December

1, _____, at par, plus accrued interest to the date of redemption. In the event any of the Series 2023 Bonds are called for optional redemption as aforesaid, notice thereof identifying the bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2023 Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any bond, shall not affect the validity of any proceedings for the redemption of other Series 2023 Bonds.

Mandatory Sinking Fund Redemption. The Series 2023 Bonds maturing December 1, _____ in the principal amount of \$9,500,000 are subject to mandatory sinking fund redemption, in part, by lot, on December 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$9,500,000 Term Bonds

Maturing December 1, _____

_____ %

Year Principal Amount

* Final Maturity

The Registered Owner of this Series 2023 Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2023 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank to exist, happen and be performed prior to the issuance of this Series 2023 Bond do exist, have happened and have

been performed in due time, form and manner as required by the Act; that the issuance of the Series 2023 Bonds, together with all other obligations of the Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bank; and that the revenues pledged to the payment of the principal of, premium, if any, and interest on the Series 2023 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2023 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Series 2023 Trustee.

THIS SERIES 2023 BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY BE SOLD OR OTHERWISE TRANSFERRED ONLY TO ONE OR MORE ENTITIES EACH OF WHICH REPRESENTS IT IS AN INSTITUTIONAL "ACCREDITED INVESTOR," AS DEFINED IN RULE 501 UNDER THE SECURITIES ACT, OR A "QUALIFIED INSTITUTIONAL BUYER," AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT, OR ANY SUCCESSOR PROVISIONS THERETO, IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS.

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Series 2023 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Executive Director and a manual or facsimile seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the manual signature of its secretary.

MISSISSIPPI DEVELOPMENT BANK

By: _____

Executive Director

ATTEST:

By:

Secretary

(SEAL)

[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Series 2023 Bond is one of the Series 2023 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

THE PEOPLES BANK

BILOXI, MISSISSIPPI

as Trustee

By: _____

Authorized Signatory

Date of Authentication: _____, 2023

[FORM OF VALIDATION CERTIFICATE]

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Series 2023 Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the ___ day of _____ 2023.

Secretary

(SEAL)

[FORM OF ASSIGNMENT]

ASSIGNMENT

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

(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE)

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE)

the within Series 2023 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Series 2023 Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2023 Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of a nationally recognized Medallion Signature Guaranty Program acceptable to the Trustee.

BY: _____

Authorized Officer

[END OF SERIES 2023 BOND FORM]

SECTION 2.07 [RESERVED]

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

SECTION 3.01 Medium, Form and Place of Payment. The Series 2023 Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the Registered Owners as of the Record Date. The Bank may provide for the payment of interest on Bonds to holders of \$1,000,000 or more by wire transfer or by such other method as is acceptable to the Trustee and the Bondholder upon written election of such Bondholder at least one Business Day prior to the applicable Record Date. Principal shall be payable at the Principal Office of the Trustee upon presentation of the Bonds to be paid.

SECTION 3.02 Legends. The Series 2023 Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Bank prior to the delivery thereof.

SECTION 3.03 Execution. The Series 2023 Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its Executive Director, Secretary, President or Vice President and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Executive Director or Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Series 2023 Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer as at the time of the execution of such Bonds shall be duly authorized or hold the proper office of the Bank although at the date borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

SECTION 3.04 Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the following form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture:

CERTIFICATE OF AUTHENTICATION

This Series 2023 Bond is one of the Series 2023 Bonds [is the single bond certificate representing the Series 2023 Bonds] issued and delivered pursuant to the provisions of the within mentioned Indenture.

_____ BANK
_____, MISSISSIPPI
as Trustee

By: _____
Authorized Signatory

The Series 2023 Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

SECTION 3.05 Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Series 2023 Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed Bond; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Series 2023 Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Series 2023 Trustee, together with indemnity satisfactory to it. In the event any such Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Series 2023 Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Series 2023 Trustee evidence of such loss, theft or destruction satisfactory to the Series 2023 Trustee together with indemnity satisfactory to it. The Series 2023 Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bond mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.05 shall be deemed part of the original series of the Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

SECTION 3.06 Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The Bank shall cause records for the registration and for the transfer of the Bonds to be kept by the Series 2023 Trustee at its Principal Office, and the Series 2023 Trustee is hereby constituted and appointed the bond registrar of the Bank. At reasonable times and under reasonable regulations established by the Series 2023 Trustee, said records may be inspected by the Bank or by Beneficial Owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

Upon surrender for transfer of any Bond at the Principal Office of the Series 2023 Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Series 2023 Trustee and duly executed by the Registered Owner or his attorney duly authorized in writing, the Bank shall execute and the Series 2023 Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity for a like aggregate principal amount. The Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall constitute full and due authorization of such denomination and the Series 2023 Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Series 2023 Trustee shall not be required (a) to register, transfer or exchange any Series 2023 Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds, or (b) to register, transfer or exchange any Series 2023 Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call has been made.

The person in whose name a registered Series 2023 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest thereon, shall be made only to or upon the order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Series 2023 Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2023 Bond surrendered.

SECTION 3.07 Destruction of Bonds. Whenever any Outstanding Bond shall be delivered to the Series 2023 Trustee for cancellation pursuant to this Indenture or upon payment of the principal amount or interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Series 2023 Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Series 2023 Trustee to the Bank.

SECTION 3.08 No presentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Series 2023 Bond shall have been made available to the Trustee for the benefit of the Registered Owner thereof, all liability of the Bank to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the Registered Owner of such Series 2023 Bond, without liability for interest thereon to such Registered Owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Series 2023 Bond.

Any money so deposited with and held by the Series 2023 Trustee not so applied to the payment of Series 2023 Bonds within four (4) years after the date on which the same shall become due shall be repaid by the Series 2023 Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

SECTION 3.09 Other Obligations Payable from Revenues. The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Bonds, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate.

SECTION 3.10 Temporary Bonds. Until the definitive Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.03 hereof, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered. Such temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in the denomination of \$5,000 or any integral multiples thereof authorized by the Bank, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06 hereof, shall authenticate and deliver a

temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

SECTION 3.11 Limitations on Obligations of Bank. The Series 2023 Bonds, together with interest thereon, shall be limited obligations of the Bank and payable solely from the Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the Series 2023 City Bond acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Series 2023 Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture including, without limitation, the avails of the full faith and credit of the City derived or to be derived from payments made in respect of the Series 2023 City Bond pursuant to the City Bond Resolution. The issuance of the Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2023 Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof; provided, however, that the Series 2023 City Bond is a general obligation of the City. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof (except the City). In the Act, the State has pledged and agreed with the holders of any Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2023 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds are fully met and discharged.

SECTION 3.12 Immunity of Officers and Directors. No recourse shall be had for the payment of the Series 2023 Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Bank or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

ARTICLE IV

REDEMPTION OF BONDS PRIOR TO MATURITY

SECTION 4.01 Redemption.

(a) The Series 2023 Bonds maturing on or after December 1, 2030 are subject to optional redemption on any date on or after December 1, _____. In the event any of the Series 2023 Bonds are called for optional redemption as aforesaid, notice thereof identifying the bonds to be redeemed

will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2023 Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any bond, shall not affect the validity of any proceedings for the redemption of other Series 2023 Bonds.

(b) If the City directs the Bank to redeem the Series 2023 Bonds pursuant to Section 3 of the City Bond Resolution, the Bank agrees to accept redemption and redeem the Series 2023 Bonds. The Series 2023 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after December 1, _____ are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after December 1, _____ at par, plus accrued interest to the date of redemption thereof. Under the Indenture, selection of Series 2023 Bonds to be redeemed within a maturity will be made by lot by the Trustee.

(c) The Series 2023 Bonds are subject to mandatory sinking fund redemption as follows:

The Series 2023 Bonds maturing December 1, _____ in the principal amount of \$9,500,000.00 are subject to mandatory sinking fund redemption, in part, by lot, on December 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$9,500,000 Term Bonds

Maturing December 1, _____

_____ %

Year Principal Amount

* Final Maturity

ARTICLE V

GENERAL COVENANTS

SECTION 5.01 Payment of Principal and Interest. The Bank covenants and agrees that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Series 2023 Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Bank solely from Revenues and any other funds or assets of the Bank hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

SECTION 5.02 Performance of Covenants; Bank. The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any, and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Series 2023 Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Series 2023 Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Series 2023 Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

SECTION 5.03 Instruments of Further Assurance. The Bank covenants and agrees that the Series 2023 Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Series 2023 Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Series 2023 Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Series 2023 Bonds.

SECTION 5.04 [RESERVED].

SECTION 5.05 Covenants Concerning Program.

(1) In order to provide for the payment of the principal, premium, if any, and interest on the Series 2023 Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Series 2023 Bonds (i) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the Series 2023 City Bond), and (ii) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to or to maintain any insurance on the Series 2023 City Bond and to enforce all terms, covenants and conditions of the City Bond including the collection, custody and prompt application of all payments and deposits required by the terms of the Series 2023 City Bond for the purposes for which they were made.

(2) Whenever necessary in order to provide for the payment of debt service on the Bonds, the Bank shall commence appropriate remedies with respect to the Series 2023 City Bond which is in default.

SECTION 5.06 Possession and Inspection of City Bond. The Series 2023 Trustee covenants and agrees to retain or cause its agent to retain possession of the Series 2023 City Bond and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Series 2023 Trustee covenant and agree that all records and documents in their possession relating to the Series 2023 City Bond shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Series 2023 Trustee may from time to time designate.

SECTION 5.07 Accounts and Reports. The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the Series 2023 City Bond and the

Funds and Accounts established by this Indenture. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Series 2023 Trustee and the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2023 Bonds then Outstanding or their representatives duly authorized in writing.

The Series 2023 Trustee covenants and agrees, if requested, to provide to the Bank prior to the twentieth day of the month following the end of each six-month period, commencing with the period ending December 1, 2023, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month period.

The reports, statements and other documents required to be furnished to or by the Series 2023 Trustee pursuant to any provision of this Indenture shall be provided to the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

SECTION 5.08 Bank Covenants with Respect to Series 2023 City Bond.

(1) The Bank covenants and agrees that it will not permit or agree to any material change in the Series 2023 City Bond unless the Bank supplies the Trustee with a Positive Cash Flow Certificate which gives effect to such action.

(2) [Reserved]

(3) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the Series 2023 City Bond, unless the Bank provides the Series 2023 Trustee with a Positive Cash Flow Certificate which gives effect to the Bank's failure to enforce or to authorize the enforcement of such remedies; provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee.

(4) The Bank covenants and agrees that it will not sell or dispose of the Series 2023 City Bond.

SECTION 5.09 [RESERVED]

SECTION 5.10 Monitoring Investments. The Bank covenants and agrees to regularly review the investments held by the Series 2023 Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

SECTION 5.11 Positive Cash Flow Certificates.

(1) At any time that the provisions of this Indenture shall require that a Positive Cash Flow Certificate be prepared concerning anticipated Revenues and payments on the Series 2023 Bonds, such certificate shall be prepared by a nationally recognized firm of independent accountants acceptable to the Trustee in accordance with this Section 5.11. Such certificate shall set forth:

(a) the Revenues expected to be received on the Series 2023 City Bond financed or expected to be financed with proceeds of Outstanding Bonds;

(b) all other Revenues, including the interest to be earned and other income to be derived from the investment of the Funds and Accounts (other than the Rebate Fund) and the rate or yields used in estimating such amounts;

(c) all moneys expected to be in the Funds and Accounts (other than the Rebate Fund);

(d) [Reserved];

(e) the principal and interest due on all Series 2023 Bonds expected to be Outstanding during such Fiscal Year; and

(f) the amount, if any, of Program Expenses expected to be paid from the Revenues.

(2) In making any Positive Cash Flow Certificate, the accountant or firm of accountants may contemplate the payment or redemption of Series 2023 Bonds for the payment or redemption of

which amounts have been set aside in the Redemption Account. The issuance of Series 2023 Bonds, the making of transfers from one Fund to another and the deposit of amounts in any Fund from any other source may only be contemplated in a Positive Cash Flow Certificate to the extent that such issuance, deposit or transfer has occurred prior to or will occur substantially simultaneously with the delivery of such Positive Cash Flow Certificate. The accountant or firm of accountants shall also supply supporting schedules appropriate to show the sources and applications of funds used, identifying particular amounts to be transferred between Funds, amounts to be applied to the redemption or payment of Series 2023 Bonds and amounts to be used to provide for Costs of Issuance for the Bonds and capitalized interest for the Series 2023 Bonds. The amount of the existing Series 2023 City Bond, existing Investment Securities and existing cash shall be the amounts as of the last day of the month preceding the month in which the Positive Cash Flow Certificate is delivered but shall be adjusted to give effect to scheduled payments of principal and interest on the Series 2023 City Bond, actual payments or proceeds with respect to Investment Securities and actual expenditures of cash expected by the Bank through the end of the then current month.

SECTION 5.12 [RESERVED]

SECTION 5.13 [RESERVED]

SECTION 5.14 Covenants Concerning Preservation of Tax Exemption. The Bank hereby covenants and agrees to take all qualifying actions and to not fail to take any qualifying actions which are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Series 2023 Bonds. For this purpose, the Bank shall approve and deliver to the Trustee a memorandum of compliance concerning the provisions of the Code necessary to protect and preserve such exclusion. Such memorandum of compliance may only be amended from time to time upon the receipt by the Trustee of an opinion of Bond Counsel to the effect that compliance by the Bank with the memorandum of compliance will not adversely affect the exclusion of interest on the Series 2023 Bonds from gross income of the holders thereof for federal income tax purposes.

ARTICLE VI

REVENUES AND FUNDS

SECTION 6.01 Source of Payment of Bonds. The Bonds and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

SECTION 6.02 Creation of Funds. There are hereby created by the Bank and ordered established the following funds to be held by the Series 2023 Trustee: (a) the General Fund; and (b) the Rebate Fund. There is hereby created and established in the General Fund a "General Account," "Bond Issuance Expense Account," "Capitalized Interest Account," "Redemption Account," and "Purchase Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

SECTION 6.03 Deposit of Net Proceeds of Bonds.

(1) The Trustee shall deposit the proceeds from the sale of the Series 2023 Bonds in the manner provided in Section 2.02 hereof.

(2) The Trustee shall deposit the proceeds of any Refunding Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

SECTION 6.04 Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts (except the proceeds of the Bonds and moneys received upon sale or redemption prior to maturity of the City Bond), the Trustee shall deposit such amounts into the General Account of the General Fund or such other applicable Fund or Account.

SECTION 6.05 Operation of General Account. The Trustee shall deposit in the General Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI and Section 2.02. The Trustee shall invest funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

- (a) On or before four (4) Business Days next preceding each Interest Payment Date, to the Trustee such amount (including Investment Securities held by Trustee maturing or callable on or before the applicable Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Series 2023 Bonds on such Interest Payment Date;
- (b) At such times as shall be necessary, to pay Program Expenses;
- (c) On or before thirty (30) days after each anniversary of the issuance of the Series 2023 Bonds, the amounts, if any, to be transferred to the Rebate Fund; and
- (d) After making such payments in paragraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of Series 2023 City Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2023 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Bank.

SECTION 6.06 Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the Series 2023 City Bond and all other moneys required to be deposited therein pursuant to the provisions of Article IV and Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account as follows: moneys in the Redemption Account shall be used to redeem Series 2023 Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Series 2023 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

SECTION 6.07 Operation of the Purchase Account. The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Purchase Account to purchase the Series 2023 City Bond in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all requirements with respect to such financing set forth in this Indenture have been or will be complied with. Any amounts remaining in the Purchase Account after the purchase of the Series 2023 City Bond shall be transferred to the Redemption Account for the redemption of the Series 2023 Bonds.

SECTION 6.08 Operation of the Capitalized Interest Account. The Trustee shall deposit in the Capitalized Interest Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI and Section 2.02. On or before three (3) business days next preceding each Interest Payment Date, for the period from the date of closing through June 1, _____, the Trustee shall transfer from the Capitalized Interest Account for deposit in the General Account such amount less any other amount on deposit in the General Account for the payment of interest, as shall be necessary to pay the interest coming due on the Series 2023 Bonds on such Interest Payment Date to the extent there are available funds. The amounts on deposit in the Capitalized Interest Account, will be transferred by the Trustee to the General Account as follows: \$ _____ for the June 1, _____ Interest Payment Date, \$ _____ for the December 1, _____ Interest Payment Date, and \$ _____ for the June 1, _____ Interest Payment. Any amounts remaining in the Capitalized Interest Account on June 2, _____, shall be transferred to the General Account for the next payment of interest coming due on the Series 2023 Bonds.

SECTION 6.09 [RESERVED]

SECTION 6.10 Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

- (a) Upon receipt of acceptable invoices and the written authorization of an Authorized Representative of the City and the Executive Director of the Bank, to pay the Costs of Issuance of the Series 2023 Bonds or to reimburse the Bank for amounts previously advanced for such costs; and
- (b) On the date which is thirty (30) days after the date of issuance of the Series 2023 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

SECTION 6.11 Operation of the Rebate Fund.

(1) The Series 2023 Trustee is authorized to establish and maintain, so long as any Series 2023 Bonds are outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2023 Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the memorandum of compliance received from the Bank pursuant to Sections 5.14 and 8.02 hereof, shall invest the Rebate Fund as directed by the Bank pursuant to said memorandum of compliance and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provision of this Section may be superseded or amended by a new memorandum of compliance delivered by the Bank and accompanied by an opinion of Bond Counsel addressed to the Series 2023 Trustee to the effect that the use of the new memorandum of compliance will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2023 Bonds.

(2) If a deposit to the Rebate Fund is required as a result of the computations made by the Bank pursuant to such memorandum of compliance, the Trustee shall upon receipt of direction from the Bank accept such payment for the benefit of the Bank and make transfers of moneys from the General Account to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall upon direction from the Bank transfer such amount to the General Account of the General Fund. Records of the determinations required by this Section and the investment instructions must be retained by the Trustee until six (6) years after the Series 2023 Bonds are no longer Outstanding.

(3) Not later than sixty (60) days after December 1, _____ and every five (5) years thereafter, the Trustee shall, upon written request of the Bank, pay to the United States of America ninety percent (90%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount has been previously received by the Trustee pursuant to the provisions of Section 6.11(2), and further provided that funds were available in the General Account of the General Fund to make such transfers as directed and one hundred percent (100%) of the amount on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2023 Bonds, the Trustee shall, upon written request of the Bank pay to the United States of America one hundred percent (100%) of the balance remaining in the Rebate Fund. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2023 Bonds, if any, and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

SECTION 6.12 Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Series 2023 Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Series 2023 Trustee for the redemption of Bonds, notice of the redemption of which has been duly given. Such money shall, while held by the Series 2023 Trustee, constitute part of the Trust Estate and be subject to the

security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

SECTION 6.13 Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the City, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.08 hereof.

SECTION 6.14 Reserved.

ARTICLE VII

PURCHASE OF SERIES 2023 CITY BOND

SECTION 7.01 Terms and Conditions of Purchase. The Series 2023 City Bond purchased by the Bank shall be purchased on the terms and conditions of, and upon submission of the documents required by this Article VII.

SECTION 7.02 Purchases. The Series 2023 Trustee shall pay the purchase price of the Series 2023 City Bond upon receipt by the Series 2023 Trustee of:

- (a) a written requisition of the Bank signed by an Authorized Officer stating to whom payment is to be made and the amount to be paid;
- (b) a certificate signed by an officer of the Bank, attached to the requisition and certifying that the City, pursuant to Series 2023 City Bond Purchase Agreement, has sold or will sell the Series 2023 City Bond to the Bank and is obligated to make Series 2023 City Bond Payments and to pay all fees and charges required to be paid to the Bank under the Series 2023 City Bond Resolution, and that to the knowledge of such officer, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;
- (c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the City Bond, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Series 2023 Trustee;
- (d) an Opinion of Bond Counsel in form satisfactory to the Bank stating that the City Bond constitutes valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;
- (e) the Series 2023 City Bond, registered as to both principal and interest to the Bank and delivered in accordance with the Act;
- (f) an opinion of counsel for the City in form satisfactory to the Bank stating that such City is a Local Governmental Unit within the meaning of the Bank Act;
- (g) a signed Series 2023 City Bond Purchase Agreement from the City; and

Upon receipt of such requisition, transcript, Opinion of Bond Counsel, Series 2023 City Bond and signed documents, the Series 2023 Trustee shall pay such amount directly to the entity entitled thereto as named in such requisition.

SECTION 7.03 Retention and Inspection of Documents. All requisitions, certificates, transcripts, Opinions of Bond Counsel and the Series 2023 City Bond received by the Series 2023 Trustee, as required in this Article as conditions of payment may be relied upon by and shall be retained in the possession of the Series 2023 Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

SECTION 7.04 Report. The Bank may require a report to be made by an officer or employee of the Series 2023 Trustee on behalf of the Series 2023 Trustee within sixty (60) days

after the delivery of the Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the net proceeds of the Bonds deposited in the Purchase Account. Said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Bonds deposited in the Purchase Account shall have been expended. Each such report shall be mailed by the Series 2023 Trustee to the Bank.

ARTICLE VIII

INVESTMENT OF MONEYS

SECTION 8.01 General Provisions.

(1) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof and the Rebate Fund shall be invested or reinvested by the Series 2023 Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the Bank. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Series 2023 Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Series 2023 Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. The Series 2023 Trustee and the Bank agree that all investments, and all instructions of the Bank to the Series 2023 Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2023 Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Series 2023 Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Series 2023 Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account.

(2) The Bank (a) certifies to the owners of the Series 2023 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2023 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2023 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2023 Bonds to lose the exclusion from gross income for federal income tax purposes and (b) covenants with the owners of the Series 2023 Bonds from time to time Outstanding that, so long as any of the Series 2023 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2023 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2023 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2023 Bonds to become subject to federal income taxation.

SECTION 8.02 Reserved.

SECTION 8.03 Valuation of Investments. For the purpose of determining the amount in any Fund or Account, all Investment Securities credited to such Fund or Account shall be valued at the lesser of (a) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in The Wall Street Journal, or, if not there, in The New York Times; or (b) the average bid price as of the date of determination by any two nationally recognized government

securities dealers selected by the Trustee for those Investment Securities the bid and asked prices of which are not published on a regular basis as set forth in subsection (a) above; or (c) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (d) for all other Investment Securities the lesser of cost or market value (exclusive of accrued interest paid as part of the purchase price after the first payment of interest following purchase); provided, however, that any repurchase agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

ARTICLE IX

DISCHARGE OF INDENTURE

Except as provided in this Article IX, if payment or provision for payment is made, to the Series 2023 Trustee, of the principal of and interest due and to become due on the Series 2023 Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Series 2023 Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Series 2023 Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Series 2023 Trustee, in form satisfactory to the Series 2023 Trustee, irrevocable instructions:

- (a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);
- (b) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and
- (c) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds that the deposit required by (b) of the preceding paragraph has been made with the Series 2023 Trustee and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of or redemption price, if applicable, on said Bonds as specified in subparagraph (a) of this paragraph; provided, however, such notice can be given in advance of such deposit if such funds represent sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds.

Any moneys so deposited with the Series 2023 Trustee as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Series 2023 Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the General Account, as and when and collected for use and application as are other moneys deposited in the General Account.

With respect to the Series 2023 Bonds, no such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Series 2023 Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Series 2023 Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Series 2023 Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Bonds to the due date, whether such due date be by reason of maturity or upon redemption. Provided, however, such verification from an accountant or firm of accountants appointed by the Issuer and acceptable to the Series 2023 Trustee, will not be required if the deposit made with the Series 2023 Trustee represents sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Series 2023 Bonds. If requested by the Series 2023 Trustee, the Issuer will provide proof in a form acceptable to the Trustee of the sufficiency of the cash funds deposited as stated in the preceding sentence.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Series 2023 Bonds (including interest thereon but excluding any amounts set aside for rebate to the United States of America) shall be applied to and used solely for the payment of the particular Series 2023 Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Series 2023 Trustee, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Series 2023 Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Bank in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee as aforesaid.

ARTICLE X

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 10.01 Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of any interest on any Bond; or
- (b) Default in the due and punctual payment of the principal or redemption premium of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or
- (c) Failure of the Bank to remit to the Series 2023 Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or
- (d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

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- (e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
 - (f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or
 - (g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or
 - (h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or
 - (i) Default in the due and punctual payment of any interest or principal on the Series 2023 City Bond; or
 - (j) [Reserved]; or
 - (k) The Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or
 - (l) There is an event of default under the City Bond Resolution.

SECTION 10.02 Remedies: Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

- (a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the City Bond.
- (b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may take such action with respect to the Series 2023 City Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the Series 2023 City Bond.
- (c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Series 2023 Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.
- (d) The Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the Attorney General of the State and as otherwise required by the Act.

Upon the occurrence of an Event of Default, (a) if requested so to do by the holders of twenty five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding and if indemnified as provided in Section 11.01(k) hereof, or (b) if indemnified as provided in Section 11.01(k) hereof, the Series 2023 Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Series 2023 Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Series 2023 Trustee or to the Bondholders hereunder or now or hereafter existing

at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 10.03 Rights of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, subject to Section 15.01 herein, the Beneficial Owners of a majority in aggregate principal amount of Series 2023 Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Series 2023 Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law, including the Act, and of this Indenture.

SECTION 10.04 Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Series 2023 Trustee and of the Bondholders under this Indenture, the Series 2023 Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

SECTION 10.05 Application of Moneys. All moneys received by the Series 2023 Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the City Bond) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Series 2023 Trustee and any other moneys owed to the Series 2023 Trustee hereunder, be deposited in the General Account and all moneys in such Accounts shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Series 2023 Bonds, including interest on any past due principal of any Series 2023 Bond at the rate borne by such Series 2023 Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Series 2023 Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Series 2023 Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege;

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Series 2023 Bonds which may then become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on Series 2023 Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Series 2023 Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Series 2023 Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Series 2023 Bond over any other Series 2023 Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Series 2023 Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Series 2023 Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Series 2023 Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Series 2023 Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Series 2023 Bonds have been paid under the provisions of this Section and all expenses and charges of the Series 2023 Trustee have been paid and all other amounts due hereunder have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

SECTION 10.06 Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Series 2023 Bonds may be enforced by the Series 2023 Trustee without the possession of any of the Series 2023 Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Series 2023 Trustee shall be brought in its name as Series 2023 Trustee without the necessity of joining as plaintiffs or defendants any owners of the Series 2023 Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

SECTION 10.07 Rights and Remedies of Bondholders. No owner of any Series 2023 Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than twenty five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Series 2023 Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Series 2023 Trustee indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of indemnification has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of indemnity are hereby declared in every case at the option of Series 2023 Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Series 2023 Bonds issued hereunder to the respective

owners thereof at the time and place, from the source and in the manner expressed in the Series 2023 Bonds.

SECTION 10.08 Termination of Proceedings. In case the Series 2023 Trustee or any owner of any Series 2023 Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Bonds shall continue as if no such proceedings had been taken.

SECTION 10.09 Waivers of Events of Default. The Series 2023 Trustee may, at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than sixty six and two thirds percent (66 2/3%) in aggregate principal amount of all the Series 2023 Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Series 2023 Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for or (z) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Series 2023 Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

SECTION 10.10 Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults. Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Series 2023 Trustee and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default concerning which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

ARTICLE XI

TRUSTEE

SECTION 11.01 Acceptance of the Trusts. The Series 2023 Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions:

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- (a) The Series 2023 Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Series 2023 Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.
- (b) The Series 2023 Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Series 2023 Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank or the Series 2023 Trustee), if selected in accordance with the standard set forth above. The Series 2023 Trustee shall not be responsible for any loss or damage resulting from any action or non action in good faith in reliance upon such opinion or advice.
- (c) The Series 2023 Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.
- (d) The Series 2023 Trustee shall not be accountable for the use of any Series 2023 Bonds authenticated or delivered hereunder. The Trustee may become the owner of Series 2023 Bonds secured hereby with the same rights which it would have if not the Series 2023 Trustee and Series 2023 Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.
- (e) The Series 2023 Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Series 2023 Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Series 2023 Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Series 2023 Bond, shall be conclusive and binding upon all future owners of the same Series 2023 Bond and upon Series 2023 Bonds issued in exchange therefor or in place thereof.
- (f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Series 2023 Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Series 2023 Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may in its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Series 2023 Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.
- (g) The permissive right of the Series 2023 Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its gross negligence or willful default.
- (h) At any and all reasonable times the Series 2023 Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

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- (i) The Series 2023 Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.
- (j) Notwithstanding anything elsewhere in this Indenture contained, the Series 2023 Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Series 2023 Trustee for the purpose of establishing the right of the Bank to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Series 2023 Trustee.
- (k) Before taking any action referred to in Section 10.02, 10.03 or 10.07 hereof, the Series 2023 Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default, by reason of any action so taken.
- (l) All moneys received by the Series 2023 Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law and this Indenture. The Series 2023 Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.
- (m) The Series 2023 Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal of or interest on any of the Bonds and any event of default in the payment of principal of and interest on the Series 2023 City Bond.
- (n) The Series 2023 Trustee shall have no obligation to file financing statements or continuation statements.
- (o) The Series 2023 Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture and final payment of the Bonds.

SECTION 11.02 Fees, Charges and Expenses of the Trustee. The Series 2023 Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Series 2023 Trustee in connection with such services. The Series 2023 Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Series 2023 Bonds but only as herein provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Series 2023 Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

SECTION 11.03 Intervention by the Trustee. In any judicial proceeding to which the Bank is a party and which in the opinion of the Series 2023 Trustee and its Counsel has a substantial bearing on the interests of the owners of the Series 2023 Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Beneficial Owners of at least twenty five percent (25%) of the aggregate principal amount of Series 2023 Bonds then Outstanding upon receiving indemnification satisfactory to the Series 2023 Trustee.

SECTION 11.04 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without

the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Series 2023 Trustee by filing written notice of such objection with the successor Series 2023 Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Series 2023 Trustee shall be appointed in accordance with Section 11.07 hereof.

SECTION 11.05 Resignation by the Trustee. The Series 2023 Trustee and any successor Series 2023 Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or certified mail to the Bank and the owner of each Series 2023 Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Series 2023 Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee.

SECTION 11.06 Removal of the Trustee. The Series 2023 Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Series 2023 Trustee and to the Bank and signed by the Beneficial Owners of a majority in aggregate principal amount of all Series 2023 Bonds then Outstanding or their attorneys-in-fact duly. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Series 2023 Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Series 2023 Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank with such written action to be filed with the Series 2023 Trustee.

SECTION 11.07 Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Series 2023 Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys in fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank. Nevertheless, in case of such vacancy, the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days of such appointment, the Bondholders may appoint a successor Trustee; any such successor Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing in and incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or State authority, having a reported capital and surplus of not less than \$75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 11.08 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Bank an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties

hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Series 2023 Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded, if any.

SECTION 11.09 Indemnification. The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, attorneys, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

- (a) violation of any agreement, provision or condition of this Indenture, the Series 2023 City Bond, the Bonds or the City Bond Resolution except a violation by the Trustee;
- (b) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Series 2023 Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Series 2023 Bonds could be sold.

Promptly after receipt by the Series 2023 Trustee of notice of the commencement of any action with respect to which indemnity may be sought against the Bank under this Section, the Series 2023 Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the Bank, the Series 2023 Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank, which approval shall not be unreasonably withheld. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.09 shall survive the payment and discharge of the City Bond and the Bonds.

SECTION 11.10 Successor Trustee as Trustee of Funds, Paying Agent and Registrar. In the event of a change in the office of Series 2023 Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE XII

SUPPLEMENTAL INDENTURES

SECTION 12.01 Supplemental Indentures not Requiring Consent of Bondholders. The Bank and the Series 2023 Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel,

does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;

- (c) To subject to this Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if so determined, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and
- (f) In connection with issuance of Refunding Bonds.

SECTION 12.02 Supplemental Indentures Requiring Consent of Bondholders. Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Series 2023 Bonds then Outstanding which are affected (exclusive of Bonds held by the Bank) shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Series 2023 Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Series 2023 Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Series 2023 Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Series 2023 Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than fifty one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 15.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE XIII

[RESERVED]

ARTICLE XIV

[RESERVED]

ARTICLE XV

MISCELLANEOUS

SECTION 15.01 Consents, Etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Series 2023 Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Series 2023 Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register of the Bank maintained by the Trustee pursuant to Section 3.06 hereof.

SECTION 15.02 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Series 2023 Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the owners of the Bonds, any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

SECTION 15.03 Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 15.04 Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City or the Original Lender shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 15.05 Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

SECTION 15.06 Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Series 2023 Bonds shall be in the city of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

SECTION 15.07 Counterparts. This Indenture 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 instrument.

SECTION 15.08 Receipt of Money or Revenues by Trustee. The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank in accordance with provisions of this Indenture.

It is not the intent of this Section 15.08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

SECTION 15.09 Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Series 2023 Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By:

Name: Larry W. Mobley

Title: Executive Director

ATTEST:

Name: Debbie McCollum

Title: Board Secretary

[Signature Page to the Indenture of Trust, by and between, the Mississippi Development Bank and _____ Bank , as Trustee, dated _____, 2023.]

STATE OF MISSISSIPPI

COUNTY OF HINDS

On the _____ day of _____, 2023, before me, a Notary Public in and for said County, personally appeared Larry W. Mobley and Debbie McCollum to me personally known, who, being by me first duly sworn, did say that they are the Executive Director and Secretary, respectively, of the Mississippi Development Bank, the Bank named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Bank, and that said instrument was signed, sealed, executed and delivered on behalf of said Bank by authority of its Board of Directors.

Notary Public

My Commission Expires:

(SEAL)

The foregoing Indenture of Trust is hereby acknowledged and accepted by _____ Bank on this the ___ day of _____ 2023.

_____ BANK
_____, MISSISSIPPI
as Trustee

By:

Name: _____

Title: _____

[Signature Page to the Indenture of Trust, by and between, the Mississippi Development Bank and _____ Bank, as Trustee, dated _____, 2023.]

STATE OF MISSISSIPPI

COUNTY OF _____

On the _____ day of _____, 2023, before me, a Notary Public in and for said County, personally appeared _____ to me personally known, who, being by me first duly sworn, did say that she is the Corporate Trust Officer, the Series 2023 Trustee named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Trustee,

and that said instrument was signed, sealed, executed and delivered on behalf of said Trustee by authority of its Board of Directors.

Notary Public

My Commission Expires:

(SEAL)

EXHIBIT A
FORM OF SERIES 2023 CITY BOND

[BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO _____, _____, _____, AS TRUSTEE UNDER AN INDENTURE OF TRUST, DATED _____, 2023, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE SERIES 2023 TRUSTEE (THE "SERIES 2023 INDENTURE"). THIS CITY BOND IS REGISTERED IN THE NAME OF THE SERIES 2023 TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE SERIES 2023 INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
HINDS COUNTY
CITY OF JACKSON
TAXABLE GENERAL OBLIGATION BOND
SERIES 2023

NO. 1 \$ _____

Rate of Interest	Maturity	Dated Date	CUSIP
%		_____, 2023	NA

Registered Owner: _____, _____ as Trustee (the "Series 2023 Trustee")

Principal Amount: DOLLARS

The City of Jackson, State of Mississippi (the “City”), a body politic existing under the Constitution and laws of the State of Mississippi (the “State”), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Series 2023 City Bond, at the principal office of _____, _____, _____, or its successor, as paying agent (the “Paying Agent”) for the Taxable General Obligation Bond, Series 2023, of the City (the “Series 2023 City Bond”), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Series 2023 City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, _____, _____, or its successor, as transfer agent for the Series 2023 City Bond (the “Transfer Agent”) at the times and periods as provided in the Series 2023 Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this Series 2023 City Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Series 2023 Bond Resolution (defined below)).

Payments of principal of and interest on this Series 2023 City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Series 2023 Bond Resolution) to such Registered Owner’s address as it appears on such registration records.

This Series 2023 City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the “City Bond Act”) and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the “Bank Act” and together with the City Bond Act, the “Act”), and by the further authority of proceedings duly had by the Mayor and City Council of the City (the “Governing Body”), including a resolution adopted September 26, 2023 (the “Series 2023 City Bond Resolution”).

This Series 2023 City Bond is issued in the aggregate authorized principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) to raise money for the purpose of funding a portion of the (a) repairing, improving, adorning and equipping of 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 and for other authorized purposes under the Act (the “Construction Project”), (b) providing funds to Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act (“JRA”) in connection with the NMTC Financing (defined below) for the Construction Project, (c) providing for the payment in full of the Series 2022 Bonds (as defined in the Series 2023 City Bond Resolution), (d) pursuing 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 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, (e) authorizing the use of a Public Entity (the “Public Entity”), including but not limited to the JRA to be utilized as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act as well as a “Public Benefit Corporation” as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act (“Public Benefit Corporation”); (f) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (g) providing for capitalized interest, if necessary, for the Series 2023 City Bond, and (h) paying the costs of borrowing associated with the issuance of the Series 2023 Bonds, the Series 2023 City Bond and the NMTC Financing (collectively, (a) through (h), the “Project”).

The City will duly and punctually pay the principal of, premium, if any, and interest on the Series 2023 City Bond at the dates and the places and in the manner mentioned in the Series 2023 City Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule

of payments upon the Series 2023 City Bond, the City agrees to make payments upon the Series 2023 City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the not to exceed \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) (the "Series 2023 Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank (the "Bank") and the Series 2023 Trustee, dated _____, 2023 (the "Series 2023 Indenture") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Series 2023 City Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the Series 2023 City Bond is or may be issued and secured.

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

The Series 2023 City Bond is and will continue to be 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; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Series 2023 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2023 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Series 2023 City Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Series 2023 City Bond as the same falls due.

This Series 2023 City Bond is the only evidence of indebtedness issued and outstanding under the Series 2023 City Bond Resolution. This Series 2023 City Bond has been purchased by the Bank and has been assigned to the Series 2023 Trustee under the Series 2023 Indenture; this Series 2023 City Bond is registered in the name of the Series 2023 Trustee and is non-transferrable except as provided in the Series 2023 Indenture.

The City and the Series 2023 Trustee may deem and treat the person in whose name this Series 2023 City Bond is registered as the absolute owner hereof, whether this Series 2023 City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this Series 2023 City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this Series 2023 City Bond to the extent of the sum or sums or paid, and neither the City nor the Series 2023 Trustee shall be affected by any notice to the contrary.

This Series 2023 City Bond shall only be redeemed under the Series 2023 City Bond Resolution to the extent and in the manner required to redeem the Series 2023 Bank Bonds pursuant to the provisions of the Series 2023 Indenture.

Modifications or alterations of the Series 2023 Bond Resolution may be made only to the extent and under the circumstances permitted by the Series 2023 Indenture.

This Series 2023 City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2023 City Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2023 City Bond, in order to make the same legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in

apt time and manner of every official act herein required, and for the prompt payment of this Series 2023 City Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Series 2023 City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk
(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Series 2023 City Bond is the Series 2023 City Bond described in the within mentioned Series 2023 City Bond Resolution and is the Taxable General Obligation Bond, Series 2023, of the City of Jackson, Mississippi.

_____,
as Transfer Agent

BY: _____
Authorized Signatory

Date of Registration and Authentication: _____, 2023

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF HINDS
CITY OF JACKSON

I, the undersigned City Clerk of the City of Jackson, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Hinds County, Mississippi, rendered on the __ day of _____, 2023.

City Clerk

(SEAL)

[END OF CITY BOND FORM]

EXHIBIT B

CITY BOND PURCHASE AGREEMENT

THIS CITY BOND PURCHASE AGREEMENT (this "Agreement") is dated the ____ day of _____, 2023, by and between the MISSISSIPPI DEVELOPMENT BANK, a public body corporate and politic (the "Bank" or "Issuer"), created pursuant to the provisions of Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (hereinafter referred to as the "Bank Act"), having its principal place of business in the City of Jackson, Mississippi, and the CITY OF JACKSON, MISSISSIPPI (the "City"), a local governmental unit under the Act.

WITNESSETH:

WHEREAS, pursuant to the Bank Act, the Bank is authorized to purchase securities (as defined in the Bank Act) issued by local governmental units (as defined in the Bank Act); and

WHEREAS, the City has duly authorized the issuance of its general obligation bond designated the City of Jackson, Mississippi Taxable General Obligation Bond, Series 2023 (Planetarium Improvement Project) in the form of one fully registered bond, in the principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000.00) (the "Series 2023 City Bond") as authorized by Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "City Bond Act" and together with the Bank Act, the "Act") and the Bank Act; and

WHEREAS, the Series 2023 City Bond is expected to be purchased by the Bank in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Bank has adopted a resolution approving an Indenture of Trust (the "Indenture"), dated _____, 2023, by and between the Bank and _____ Bank, _____, Mississippi, a state banking corporation authorizing the issuance of its \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (City of Jackson, Mississippi Taxable General Obligation Planetarium Improvement Bond Project) (the "Series 2023 Bonds"), the proceeds of which will be used to purchase the Series 2023 City Bond.

NOW, THEREFORE, the Bank and the City agree:

1. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the Series 2023 City Bond and the City hereby agrees to sell to the Bank the Series 2023 City Bond at the price of \$9,500,000.00 less \$ _____ for deposit to the Costs of Issuance Account, and less \$ _____ for deposit to the Capitalized Interest Account (as defined in the Series 2023 Indenture) and less \$ _____ for deposit to the Series 2022 Redemption Account (as defined in the Series 2023 Indenture) for the payment in full of the Series 2022 Bonds; which equals the balance of \$ _____ to be deposited on behalf of the City into the 2023 Construction Fund, as defined in and pursuant to that certain Bond Resolution (the "Series 2023 City Bond Resolution"),

adopted by the City Council of the City on September 26, 2023. The terms of the Series 2023 City Bond are set forth in the Series 2023 City Bond Resolution and incorporated herein by reference.

2. The City will take all action required by law to enable it to issue and sell the Series 2023 City Bond to be purchased by the Bank, and the City's obligation to issue and sell the Series 2023 City Bond and the Bank's obligation to purchase the Series 2023 City Bond are expressly contingent upon the City's taking all steps and receiving all approvals required by the laws of the State of Mississippi to issue the Series 2023 City Bond.

3. At such time as the Bank shall reasonably request and in any event prior to the delivery to the Bank of the Series 2023 City Bond, which Series 2023 City Bond shall be in the form set forth in the Series 2023 City Bond Resolution and registered in the name of The Peoples Bank, Biloxi, Mississippi, as the assignee of the Bank, the City shall furnish to the Bank a transcript of proceedings and an opinion of bond counsel satisfactory to the Bank which shall set forth, among other things, the unqualified approval of the validity and authorized issuance of the Series 2023 City Bond. The City shall bear the cost of obtaining such bond counsel's opinion.

4. The City and the Bank agree that the Series 2023 City Bond and the payments to be made thereon may be pledged or assigned by the Bank only under and to the extent provided in the Series 2023 Indenture.

5. The City agrees to furnish to the Bank as long as the Series 2023 City Bond remains outstanding annual financial reports, audit reports and such other financial information as is reasonably requested by the Bank.

6. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of the Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

7. If the Bank does not deliver said Series 2023 Bonds and receive payment therefor on or before _____, 2023, the City may rescind this Agreement by giving written notice of such rescission to the Executive Director of the Bank. The Bank is obligated to purchase the Series 2023 City Bond solely from proceeds of the Series 2023 Bonds.

8. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Bank and the City each agree that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

9. No waiver by either the Bank or the City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

10. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the City relating to the subject matter hereof and constitutes the entire agreement between the Bank and the City in respect hereof.

IN WITNESS WHEREOF, we have set our hands unto this Series 2023 City Bond Purchase Agreement as of the day first above written.

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By:

Name: Larry W. Mobley

Title: Executive Director

ATTEST:

Name: Debbie McCollum

Title: Board Secretary

[Signature Page to Series 2023 City Bond Purchase Agreement, dated _____, 2023, by and between Mississippi Development Bank and the City of Jackson, Mississippi.]

The foregoing Series 2023 City Bond Purchase Agreement is hereby acknowledged and accepted by the City of Jackson, Mississippi on this the ____ day of _____ 2023.

(SEAL)

CITY OF JACKSON, MISSISSIPPI

By:

Name: Chokwe Antar Lumumba

Title: Mayor

ATTEST:

Name: Angela Harris

Title: City Clerk

[Signature Page to Series 2023 City Bond Purchase Agreement, dated _____, 2023, by and between Mississippi Development Bank and the City of Jackson, Mississippi.]

EXHIBIT A

MISSISSIPPI DEVELOPMENT BANK

BOND PURCHASE AGREEMENT

Among

THE CITY OF JACKSON, MISSISSIPPI,

MISSISSIPPI DEVELOPMENT BANK,

and

CADENCE BANK

JACKSON, MISSISSIPPI

DATED AS OF _____, 2023

\$9,500,000

MISSISSIPPI DEVELOPMENT BANK

TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2023

(CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM
IMPROVEMENT BOND PROJECT)

BOND PURCHASE AGREEMENT

Mississippi Development Bank

Jackson, Mississippi

City of Jackson

Jackson, Mississippi

Ladies and Gentlemen:

You have informed the undersigned the City of Jackson, Mississippi (the "City") and Mississippi Development Bank (the "Issuer") of your desire to purchase for the Issuer the aggregate of \$9,500,000.00 principal amount of the Issuer's Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Bond Project).

Now, therefore, the undersigned hereby agrees with you and you agree with the undersigned as follows:

1. Definitions. For purposes of this Agreement the following terms have the meanings specified:

"Act" means together the Bank Act and the City Bond Act.

"Affiliate" means any Person controlling, controlled by or under common control with the City.

"Agreement" means this Series 2023 Bond Purchase Agreement, as from time to time amended, supplemented or modified.

"Ancillary Agreements" means the MDB Resolution, the Series 2023 Indenture, the Series 2023 City Bond Resolution, the Series 2023 City Bond and all other agreements executed and delivered in connection therewith or otherwise in connection with the issuance and sale of the Bonds, each as from time to time amended, supplemented or modified.

"Bank Act" means Sections 31-25-1 et seq., of the Mississippi Code of 1972, as amended, and supplemented from time to time.

"Bonds" or "Series 2023 Bonds" means the \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (City of Jackson, Mississippi General Obligation Planetarium Improvement Bond Project).

"Bondholder" means the record owner of any Bond.

"Business Day" means any day other than Saturday or Sunday on which the Issuer and the Series 2023 Trustee are each not required or authorized by law to be closed and on which the New York Stock Exchange is not closed.

"City" means City of Jackson, Mississippi, and its successors.

"City Bond Act" means Sections 21-33-301 et seq., Mississippi Code of 1972, as amended, and supplemented from time to time.

"Series 2023 City Bond Resolution" means the resolution of the Mayor and City Council of the City adopted on September 26, 2023 authorizing the issuance of the City Bond.

"Closing" means the closing held on the Closing Date as defined herein.

"Closing Date" means the date of issuance and delivery of the Bonds.

"Default" or "Event of Default" shall have the meanings given such terms in the Series 2023 Indenture.

"Depository" means any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its participants or otherwise, a system to record ownership of beneficial interests in Bonds, and to effect transfers of Bonds, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Governmental Body" means any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

"Issuer" means Mississippi Development Bank or Bank, a Mississippi public corporation and its successors and assigns.

"Lender" means Cadence Bank, Jackson, as the original purchaser of the Bonds.

"MDB Resolution" means the resolution of the Issuer dated October 11, 2023, under which the Issuer authorized the issuance of the Bonds.

"Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including without limitation a government or political subdivision thereof or a Governmental Body.

"Project" means the Project as defined in the Series 2023 City Bond Resolution.

"Series 2023 City Bond" means the \$9,500,000 City of Jackson, Mississippi Taxable General Obligation Bond, Series 2023 (Planetarium Improvement Project), to be dated the date of delivery thereof.

"Series 2023 Indenture" means the Series 2023 Indenture of Trust, to be dated _____, 2023, by and between the Issuer and the Series 2023 Trustee, as from time to time amended, supplemented or modified.

"Series 2023 Trustee" means _____ Bank, _____, Mississippi, a state banking corporation, as trustee under the Series 2023 Indenture, and its successors and assigns.

"Subsidiary" means, with respect to any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person or one or more Subsidiaries, or by such person and one or more Subsidiaries.

2. Sale and Placement of Bonds. (A) Sale of Bonds. Subject to the terms and conditions contained in this Agreement, the Issuer hereby agrees to sell to you, and you hereby agree to

purchase the aggregate principal amount of the Bonds at a purchase price of \$9,500,000.00, which represents the par amount of the Bonds of \$9,500,000.00. The Bonds shall initially be issued in denominations of \$100,000 each and increments of \$1,000 thereafter, or integral multiples thereof up to the amount of a single maturity and shall be registered in the name of Cadence Bank, Jackson, Mississippi, as the Lender for the Bonds. The Bonds shall mature on December 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

YEAR OF

MATURITY PRINCIPAL AMOUNT INTEREST

RATE

* Final Maturity

Optional Redemption. The Bonds (or any portions thereof in Authorized Denominations) maturing on or after December 1, _____ are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after December 1, _____, at par, plus accrued interest to the date of redemption. In the event any of the Bonds are called for optional redemption as aforesaid, notice thereof identifying the bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any bond, shall not affect the validity of any proceedings for the redemption of other Bonds.

Mandatory Sinking Fund Redemption. The Bonds maturing December 1, _____ in the principal amount of \$9,500,000 are subject to mandatory sinking fund redemption, in part, by lot, on December 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$9,500,000 Term Bonds

Maturing _____

_____ %

Year Principal Amount

* Final Maturity

(B) Closing. The sale of the Bonds shall take place on the Closing Date at the offices of Butler Snow LLP, Ridgeland, Mississippi, or such other location which is agreed upon by the parties. You shall make payment of the purchase price for the Bonds on the Closing Date to the Issuer or as directed by the Issuer in immediately available funds, wire transfer or by credit advice of transfer to such account as the Issuer may have designated to you in writing at least two Business Days prior to such Closing Date.

(C) Right to Rescind. You shall have the right to rescind or terminate this Agreement at any time on or prior to the Closing Date if an Event of Default or a Default shall have occurred and be continuing, or the sale and purchase of the Bonds as provided herein shall, in your reasonable judgment, become impossible or impractical because, since the date hereof:

(i) Any outbreak of major hostilities or any other national or international calamity or crises shall have occurred;

(ii) A general banking moratorium shall have been declared by Federal or New York State authorities;

(iii) Trading on the New York Stock Exchange shall have been suspended, or minimum or maximum prices for trading shall have been fixed or maximum ranges for prices shall have been required on the New York Stock Exchange by such Exchange or by the Securities and Exchange Commission or any other Governmental Body; or

(iv) Any action shall have been taken by the Securities and Exchange Commission preventing the effectiveness of the registration statement filed with the Securities and Exchange Commission under the Securities Act of 1933 with respect to one or more of the Funds or the Securities and Exchange Commission shall have issued a stop order suspending the effectiveness of such registration statement.

3. Representation and Warranties of the City. The City represents and warrants that on and as of the date hereof and on and as of the Closing Date:

(A) Organization and Power. The City is a political subdivision of the State, and has all power and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted or proposed to be conducted and to enter into and perform this Agreement and any Ancillary Agreement to which it is or is to be a party.

(B) Authorization of Agreements, etc. This Agreement and the Ancillary Agreements to which the City is or is to be a party have been duly authorized by all necessary action on the part of the City. This Agreement has been duly executed and delivered by the City and constitutes, and the Ancillary Agreements to which the City is or is to be a party, when duly executed and delivered, will constitute valid and binding agreements of the City.

(C) No Material Adverse Change. Since September 30, 2021, the date of the City's last audited financial statements, there has been no material adverse change in the business, financial, condition, results or operations of the City.

(D) Litigation. Except as disclosed in documents publicly available regarding the City, there is no action, suit, proceeding, inquiry or investigation pending or, to the knowledge of the City, threatened, against or affecting the City or any Affiliate thereof in any court or before any arbitrator or before or by any Governmental Body reasonably likely to result in an adverse decision which would materially adversely affect the business, financial position or results of operations of the City, or which in any manner raises any question affecting the validity or enforceability of this Agreement or any of the Ancillary Agreements to which the City is or is to be a party, nor to the knowledge of the City is there any basis therefor.

(E) Noncontravention. To the knowledge of the City, the execution, delivery and performance by the City of this Agreement and the Ancillary Agreements to which it is or is to be a party do not and will not contravene, or constitute a default under any material provision of applicable law or regulation of the City or of any material agreement, judgment, injunction, order, decree or other

instrument binding upon the City or any Affiliate thereof, or result in the creation of any material lien other than liens contemplated by the Ancillary Agreements or other encumbrance on any asset of the City or any Affiliate.

(F) Governmental Consents. All authorizations, consents and approvals of, and all filings and registrations with, any Governmental Body required in connection with the execution and delivery by the City of, or in connection with the performance by the City of its obligations under this Agreement, the Ancillary Agreements to which the City is or is to be a party and the Bonds have been obtained or made and are in full force and effect.

(G) Brokers, etc. Other than you, no Person has, or as a result of the transactions contemplated hereby and by the Ancillary Agreements will have, any right, interest or valid claim against or on the City or any purchaser for any commission, fee or other compensation as a broker or finder or in any similar capacity, which fee is the obligation solely of the City and will be paid on or before the Closing Date.

4. Representations and Warranties of the Issuer. The Issuer represents and warrants that, on and of the date hereof and on and as of the Closing Date:

(A) Authority. The Issuer is a validly existing public body, corporate and politic, organized and existing under the laws of the State. The Issuer is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and the Ancillary Agreements to which the Issuer is or is to be a party. The execution, delivery and performance of this Agreement, the Ancillary Agreements to which the Issuer is or is to be a party, and the Bonds are within the authority of the Issuer, have been duly authorized by all proceedings of the Issuer, and such execution, delivery and performance do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of the charter documents or bylaws of the Issuer, or any judgment, order, decree, agreement or instrument binding on it or result in the creation of any lien or other encumbrance on any asset of the Issuer other than the lien on the Trust Estate (as defined in the Series 2023 Indenture) in favor of the Series 2023 Trustee for the benefit of the Bondholders. This Agreement constitutes, and the Ancillary Agreements to which the Issuer is or is to be a party, when duly executed and delivered, will constitute, valid and binding commitments of the Issuer, and the Bonds, when duly executed and delivered by the Issuer in accordance with this Agreement and the Series 2023 Indenture, will constitute limited, valid and binding obligations of the Issuer.

(B) Use of Proceeds. The Proceeds from the sale of the Bonds hereunder will be used to finance the Project as provided in the Series 2023 Indenture and the Series 2023 City Bond Resolution including the payment of the costs of issuance of the Bonds and the Series 2023 City Bond.

(C) Litigation. There is no action, suit or proceeding, inquiry or investigation, at law or in equity, by or before any court, arbitrator or Governmental Body pending or, to the knowledge of the Issuer, threatened against the Issuer in any way calling into question the creation, organization or existence of the Issuer, the title of any of its officers to their respective offices, the pledge or lien securing the Bonds, the collection of any amounts pledged to the payment of the Bonds or the validity of, or the power of the Issuer to enter into, the transactions contemplated hereby and by the Ancillary Agreements, or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or could affect the enforceability of the Bonds or any other agreement or instrument to which the Issuer is or is to be a party and that is to be used in connection with, or is contemplated by, this Agreement or the Ancillary Agreements, nor to the knowledge of the Issuer is there any basis therefor.

(D) Governmental Authorization. All authorization, consents and approvals of, and filings and registration with, any Governmental Body required in connection with the election and delivery by the Issuer of, or in connection with the performance by the Issuer of obligations under, this Agreement, the Ancillary Agreements to which the Issuer is or is to be a party, and the Bonds have been obtained or made and are in full force and effect.

5. Conditions of Closing. Your obligation to purchase the Bonds under this Agreement shall be subject to the satisfaction of the following conditions:

(A) Opinion of Counsel to the City. You shall have received a favorable opinion dated the Closing Date from counsel to the City, satisfactory to you and your counsel.

(B) Opinion of Counsels. You and the City shall have received favorable opinions dated the Closing Date from Butler Snow LLP, Ridgeland, Mississippi, bond counsel, Balch and Bingham, LLP, as Issuer's counsel and City Attorney, as City counsel, satisfactory to you Representations and Warranties. The representations and warranties of each of the City and the Issuer contained herein shall be true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date.

(C) Performance; No Default. Each of the City and the Issuer shall have performed and complied with all agreements and conditions herein required to be performed or complied with by it prior to or on the Closing Date, and at the time of the Closing no event of default or defaults shall have occurred and be continuing with respect to the Bonds.

(D) Compliance Certificate. The City and the Issuer shall have delivered to you on the Closing Date a certificate, dated the Closing Date, certifying that the conditions relating to the Issuer and the City specified in subparagraphs (C) and (D) of this paragraph 5 have been fulfilled.

(E) Ancillary Agreements. All of the Ancillary Agreements shall have been duly executed and delivered by and shall constitute valid and binding agreements of, the parties hereto.

All proceedings to be taken in connection with the transactions contemplated by this Agreement and the Ancillary Agreements, and all documents, opinions and certificates incident to such transactions shall be satisfactory in form and substance to you and to your special counsel.

(F) The Bonds. The Series 2023 Trustee shall have provided to the person(s) you direct as purchaser the duly authenticated Bonds in compliance with the provisions of Paragraph 2(A) hereof.

(G) Notice. You shall have received five (5) Business Days' written notice from the City or the Issuer of the proposed Closing Date.

6. Agreements of the City. The City agrees that it will deliver to the Lender, the Series 2023 Trustee and the Issuer:

(i) Copies of annual audited financial statements of the City and such other financial information as is reasonably requested by the Issuer or the Lender; however, failure to provide said financial information shall not constitute a default or an event of default on the Bonds; and

(ii) Promptly upon becoming aware of the existence of any condition or event which constitutes a default or an event of default on the Bonds, a certificate of an officer of the City to such effect setting forth the details thereof and the actions to be taken with respect thereto.

7. Payment of Certain Expenses. The City is responsible for all other expenses and fees due in connection with the placement, validation, delivery and issuance of the Series 2023 Bank Bonds which are to be paid from the proceeds of the Series 2023 Bank Bonds, as directed by the Issuer and the City, and pursuant to the Indenture.

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

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

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

11. Arm's-Length Transaction. The Issuer and the City acknowledge and agree that (i) the purchase and sale of the Series 2023 Bank Bonds pursuant to this Agreement is an arm's length commercial transaction among the Issuer, the City, and the Lender; (ii) in connection with such transaction, the Lender is acting solely as a principal and not as an agent or a fiduciary of the Issuer

or the City; (iii) the Lender has not assumed a fiduciary responsibility in favor of the Issuer or the City with respect to the offering of the Series 2023 Bank Bonds or the process leading thereto, nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Agreement, (iv) the Lender has financial and other interests that differ from those of the Issuer and the City; and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2023 Bank Bonds.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

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

(SEAL)

CITY OF JACKSON, MISSISSIPPI

By:

Name: Chokwe Antar Lumumba

Title: Mayor

ATTEST:

Name: Angela Harris

Title: City Clerk

[Signature Page to the Bank Bond Purchase Agreement, among and between, the City of Jackson, Mississippi, the Mississippi Development Bank and Cadence Bank, as Lender, dated _____, 2023.]

The foregoing Bank Bond Purchase Agreement is hereby acknowledged and accepted by the Mississippi Development Bank on this the ____ day of _____ 2023.

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By:

Name: Larry W. Mobley

Title: Executive Director

ATTEST:

Name: Debbie McCollum

Title: Board Secretary

The foregoing Bank Bond Purchase Agreement is hereby acknowledged and accepted by the Cadence Bank, as Purchase of the Bonds on this the ____ day of November 2023.

CADENCE BANK

JACKSON, MISSISSIPPI

as Lender

By: _____

Name: Michael Booker

Title: President, Jackson Mississippi Market

EXHIBIT A

LENDER TERM SHEET

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

President Banks recognized **Trey Hairston, Representative of Butler Snow LLP**, 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 and Stokes.

Absent – None.

* * * * *

ORDER ACCEPTING THE BID OF FOUNTAIN CONSTRUCTION CO., INC. FOR CONSTRUCTION OF THE JACKSON PLANETARIUM RENOVATIONS PROJECT.

WHEREAS, the Jackson Planetarium Renovations Project, advertised for bids on June 15, 2023 and June 22, 2023; and

WHEREAS, two (2) bids were received in response to the City’s advertisement for bids and were opened on July 18, 2023 and

WHEREAS, the bid of Fountain Construction Co., Inc. in the amount of \$16,271,786.00 was the lowest bid received and met the specifications, but exceeded the amount allocated for the construction of this project; and

WHEREAS, pursuant to Section 31-7-13 (d) (iv) of the Mississippi Code of 1972, as amended, the architect for this project, CDFL, was able to negotiate a reduction in the bid amount through value engineering of the project to \$15,864,082.00; and

WHEREAS, the architect recommends the value engineering revisions to the specifications to the project as shown in the letter attached to this Order and made a part of the minutes of the meeting; and

WHEREAS, the Human & Cultural Services and Department of Public Works recommends that the governing authorities accept the bid of Fountain Construction Co., Inc. at the negotiated amount of \$15,864,082.00, which was achieved through value engineering of the project specifications, as the lowest and best bid and authorize the Mayor to execute a contract with said bidder.

IT IS, THEREFORE, ORDERED that the bid of Fountain Construction Co., Inc. for the construction of the Jackson Planetarium Renovations in the total amount of \$15,864,082.00 is accepted as the lowest and best bid in accordance with the City’s Advertisement for Bidders, said bid, and the specifications on file with the City Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a contract with Fountain Construction Co., Inc. for said City project in a total amount of \$15,864,082.00, consistent with the specifications for the construction of the Jackson Planetarium Renovation, including those changes negotiated and recommended by CDFL through value engineering of the project.



**FOUNTAIN CONSTRUCTION
COMPANY, INC.**

ELECTRICAL - MECHANICAL
SHEETMETAL - EQUIP. SETTING
GENERAL CONSTRUCTION

Ph. (601) 373-4162 FAX (601) 373-4300

Office of Engineering
5655 Highway 18 South
P.O. Box 10506
Jackson, MS 39289-0506

Operations & Warehouse
5655 Highway 18 South
Jackson, MS 39209

August 22, 2023

Attn: Mr. Chris Myers
CDFL
3221 Old Canton Rd
Suite 200
Jackson MS 39216

Re: Jackson Planetarium project contract amount/bid reduction

Mr. Myers:

This letter is to confirm that the attached Value Engineering Options list modifying our July 18, 2023 bid amount as described therein is acceptable to Fountain Construction Company, Inc. The total adjusted contract amount will be \$15,864,082.00.

We understand that this amount will be further modified by waiver of permit fee requirements by the City of Jackson but that there will be inspection fees. We agree to further adjustment of our bid amount by permit fee waiver/inspection fees once the inspection fee amount is available from the City of Jackson.

Sincerely,

Brad Fountain

Brad Fountain
President
Fountain Construction Company

August 18, 2023
Jackson Planetarium - Value Engineering Options
Fountain Construction

Item	Description	Savings
1	Fiber Cement Panels Delete embossed pattern Change panel thickness to 8 mm from 12 mm	\$ (9,110.00) \$ (55,050.00)
2	Delete Window Film matching panel pattern at SF-C	\$ (6,200.00)
3	EIFS Soffit 1st Floor RCP over Lamar (delete Swisspearl system)	\$ (187,688.00)
4	Delete weather barrier at 2nd floor soffits	\$ (24,000.00)
5	Delete insulated Metal Wall Panels substrate, use 2" rigid on Z clips Delete insulated metal panel behind single skin panels - redundant	\$ (111,460.00)
6	Change perforated metal panel design 1" perforated, with border/.120 thickness in lieu of 3/16" thick metal	\$ (9,048.00)
Elevator Options		
7	Change polished stainless handrails to brushed stainless	\$ (972.00)
8	Change polished stainless ceiling to brushed stainless	\$ (4,176.00)
TOTAL COST SAVINGS		\$ (407,704.00)
	Base Bid	\$ 16,045,000.00
	Base Bid less Cost Savings	\$ 15,637,296.00
	Alternate 1 - Boiler Replacement	\$ 226,786.00
TOTAL PROJECT COST (ADJUSTED)		\$ 15,864,082.00

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

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

Nays – None.
Abstentions – Hartley and Stokes.
Absent – None.

ORDER ACCEPTING THE BID OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT PHASE 1A AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY.

WHEREAS, the City of Jackson solicited sealed, competitive bids for the construction of the Street Resurfacing Project Phase 1A; and

WHEREAS, three bids were submitted to the City Clerk on September 12, 2023; and

WHEREAS, the bid of Dickerson and Bowen, Inc., in the amount of \$5,090,582.66 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Dickerson and Bowen, Inc., in the amount of \$5,090,582.66, for the Street Resurfacing Project Phase 1A to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Dickerson and Bowen, Inc. for the construction of the Street Resurfacing Project Phase 1A in the amount of \$5,090,582.66, is accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract with Dickerson and Bowen, Inc. on the usual contract form used by the City with the usual General Conditions and Supplemental Conditions for the construction of the Street Resurfacing Project Phase 1A.

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

President Banks recognized **Robert Lee, Interim Public Works Director**, and **Hibbett Neel of Neel –Schaffer Engineering**, 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 THE MAYOR TO EXECUTE LETTER AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH EJES, INC. FOR THE STATE STREET REHABILITATION PROJECT (SHEPPARD ROAD TO BRIARWOOD DRIVE), FEDERAL AID PROJECT NUMBER STP-6928- 00(015) LPA/108077-701000.

WHEREAS, on the City of Jackson entered into a contract with EJES, Inc. to provide construction engineering and inspection services for the State Street Rehabilitation Project; and

WHEREAS, EJES desires to change the project engineer to complete the project closeout phase of their work; and

WHEREAS, the proposed letter agreement would approve of the change without adding additional time or cost to the contract with EJES.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute letter agreement #1 to the construction engineering and inspection services contract with EJES, Inc. for

the State Street Rehabilitation Project, Federal Aid Project Number STP-6928-00(015) LPA/108077-701000.

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

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

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE LETTER AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH EJES, INC. FOR THE MEADOWBROOK ROAD PROJECT, FEDERAL AID PROJECT NUMBER STP-7263-00(001) LPA/108076-701000.

WHEREAS, on the City of Jackson entered into a contract with EJES, Inc. to provide construction engineering and inspection services for the Meadowbrook Road Project; and

WHEREAS, EJES desires to change the project engineer to complete the construction phase and project closeout phase of their work; and

WHEREAS, the proposed letter agreement would approve of the change without adding additional time or cost to the contract with EJES.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute letter agreement #1 to the construction engineering and inspection services contract with EJES, Inc. for the Meadowbrook Road Project, Federal Aid Project Number STP-7263-00(001) LPA/108076-701000.

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

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

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE FAST ACT SIDEWALK PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(054) LPA/108164-701000.

WHEREAS, the City of Jackson entered into a construction engineering and inspection services contract with Myriad Engineering Solutions, LLC for work on the FAST Act Sidewalk Project in an amount not to exceed \$119,668.98; and

WHEREAS, the construction contractor has exceeded the contract time specified in the contract and has had liquidated damages withheld from their invoices; and

WHEREAS, Myriad Engineering Solutions, LLC has provided a cost estimate of \$112,887.12 to provide additional construction engineering and inspection services due to the construction contractor exceeding the contract time; and

WHEREAS, the total contract amount with the additional construction engineering and inspection services would be \$232,556.10; and

WHEREAS, the Engineering Division of the Department of Public Works recommends that the governing authorities authorize Supplement Agreement #1 to the construction engineering and inspection services contract with Myriad Engineering Solutions, LLC in an amount of \$112,887.12.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement #1 to the construction engineering and inspection services contract with Myriad Engineering Solutions, LLC for the FAST Act Sidewalk Project, for an amount not to exceed \$112,887.12.

IT IS FURTHER ORDERED that the total amount of the contract shall not exceed \$232,556.10 without further authorization of the City Council.

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

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

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC., FOR THE LITTLE J RAIL TRAIL PROJECT, FEDERAL AID PROJECT DHP-8276-00(003) LPA/104587.

WHEREAS, the City of Jackson has federal earmark funds for the Lynch Street corridor and desires to improve a parallel, abandoned rail line into a shared use path from West Highland Drive to Valley Street for the use of the residents of West Jackson and as part of an overall plan to construct a shared use path along the old rail line from Buddy Butts Park to Jackson State University with further connections to Downtown Jackson; and

WHEREAS, the City of Jackson selected Stantec Consulting Services, Inc. to perform necessary preliminary engineering services for the project; and

WHEREAS, Stantec Consulting Services, Inc. has provided a cost estimate of \$248,445.00 to provide preliminary engineering services for the project, which is 80% reimbursable; and

WHEREAS, the scope of work will be to provide preliminary engineering services for a shared use path from West Highland Drive to Valley Street using, to the extent possible, an abandoned rail line; and

WHEREAS, the terms and conditions of the contract will be the standard Mississippi Department of Transportation (“MDOT”) Local Public Agency engineering contract form.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a preliminary engineering services contract with Stantec Consulting Services, Inc., on the standard MDOT LPA engineering contract form, for the Little J Rail Trail Project, Federal Aid Project DHP-8276-00(003) LPA/104587 in an amount not to exceed \$248,445.00.

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

President Banks recognized **Robert Lee, Interim Public Works Director**, 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 THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE STREET RESURFACING PROJECT PHASE 1A.

WHEREAS, the City of Jackson selected Neel-Schaffer, Inc., to perform necessary construction engineering and inspection services for the Street Resurfacing Project Phase 1A; and

WHEREAS, Neel-Schaffer, Inc., has provided a cost estimate of \$424,000.00 to provide construction engineering and inspection services for the project; and

WHEREAS, Neel-Schaffer, Inc. will provide construction engineering and inspection services as follows:

1 CONSTRUCTION PHASE

General Administration of Construction Contract.

1.1 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.

1.2 Visits to Site and Observation of Construction.

1.2.1 The **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for **OWNER** a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

1.2.2 Defective Work. During such site visits and on the basis of such observations, the **ENGINEER** may recommend to the **OWNER** disapproval or rejection of Contractor's work if the **ENGINEER** believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.2.3 Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the **ENGINEER** shall recommend Change Orders to **OWNER** and shall prepare Change Orders as required.

1.2.4 Shop Drawings. The **ENGINEER** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept

of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

- 1.2.5 Substitutes. The **ENGINEER** shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 1.2.6 Inspections and Tests. The **ENGINEER** shall have authority, as **OWNER'S** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 1.2.7 Applications for Payment. Based on the **ENGINEER'S** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:
- 1.2.7.1 The **ENGINEER** shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **ENGINEER'S** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the **ENGINEER'S** recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 1.2.7.2 By recommending any payment, the **ENGINEER** shall not thereby be deemed to have represented that on-site observations made by the **ENGINEER** to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the **ENGINEER** to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.
- 1.2.8 Contractor's Completion Documents. The **ENGINEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to **OWNER** with written comments.
- 1.2.9 Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of **OWNER**,

the **ENGINEER** considers the work substantially complete, the **ENGINEER** shall deliver a certificate of substantial completion to **OWNER** and Contractor.

- 1.2.10 Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the **ENGINEER** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER'S** knowledge, information and belief and based on the extent of the services performed and furnished by the **ENGINEER** under this Agreement.
- 1.2.11 Limitation of Responsibilities. The **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.
- 1.2.12 Progress Meetings and Reports. During construction, the **ENGINEER** will schedule and conduct progress meetings, as needed, with the **OWNER**, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting.
- 1.2.13 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER**.
- 1.2.14 Project Closeout. Project closeout shall consist of submission of copies of daily field notes, review of final closeout pay request, test reports, release of maintenance and bonds. The **ENGINEER** will NOT provide as-built drawings.

2 RESIDENT PROJECT REPRESENTATIVE

- 2.1 The **ENGINEER** shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the **ENGINEER** in observing progress and quality of the work of the Contractor.
- 2.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the **ENGINEER** responsible for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.
- 2.3 The duties and responsibilities of the RPR are limited to those of the **ENGINEER** in his agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:
- 2.3.1 General Duties: RPR is the **ENGINEER'S** agent at the site and will act as directed by and under the supervision of the **ENGINEER** and will confer with the **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor keeping **OWNER** advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of the **ENGINEER**.
- 2.3.2 Specific Duties and Responsibilities of RPR

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- 2.3.2.1 Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the **ENGINEER** concerning acceptability.
- 2.3.2.2 Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
- 2.3.2.3 Liaison: Serve as the **ENGINEER'S** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the **ENGINEER** in serving as **OWNER'S** liaison with Contractor when Contractor's operations affect **OWNER'S** on-site operations.
- 2.3.2.4 Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work.
- 2.3.2.5 Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples.
- 2.3.2.5.1 Receive samples which are furnished at the site by Contractor, and notify the **ENGINEER** of availability of samples for examination.
- 2.3.2.5.2 Advise the **ENGINEER** and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the **ENGINEER**.
- 2.3.2.6 Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site observations of the work in progress to assist the **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.
- 2.3.2.6.1 Report to the **ENGINEER** whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the **ENGINEER** of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 2.3.2.6.2 Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the **ENGINEER** appropriate details relative to the test procedures and startups.
- 2.3.2.6.3 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the **ENGINEER**.
- 2.3.2.7 Interpretation of Contract Documents. Report to the **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the **ENGINEER**.
- 2.3.2.8 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the **ENGINEER**. Transmit to Contractor in writing decisions as issued by the **ENGINEER**.
- 2.3.2.9 Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the **ENGINEER'S** clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing

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- submittals received from and delivered to Contractor and other Project related documents.
- 2.3.2.9.1 Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the **ENGINEER**.
- 2.3.2.9.2 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 2.3.2.9.3 Reports: Furnish the **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- 2.3.2.10 Consult with the **ENGINEER** in advance of scheduled major tests, inspections or start of important phases of the work.
- 2.3.2.11 Draft and recommend to the **ENGINEER** proposed Change Orders, obtaining backup material from Contractor.
- 2.3.2.12 Report immediately to the **ENGINEER** and **OWNER** the occurrence of any accident.
- 2.3.2.13 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the **ENGINEER**, noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.
- 2.3.2.14 Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the **ENGINEER** for review and forwarding to **OWNER** prior to final payment for the work.
- 2.3.2.15 Completion: Before the **ENGINEER** certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.
- 2.3.2.16 Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- 2.3.2.17 Conduct a final inspection in the company of the **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected.
- 2.3.2.18 Observe whether all items on final list have been completed or corrected and make recommendations to the **ENGINEER** concerning acceptance.
- 2.4 Limitations of Authority of the Resident Project Representative: Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the **ENGINEER**.
- 2.4.1 Shall not exceed limitations of the **ENGINEER'S** authority as set forth in the Contract Documents and this Agreement.
- 2.4.2 Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.

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- 2.4.3 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - 2.4.4 Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.
 - 2.4.5 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
 - 2.4.6 Shall not authorize **OWNER** to occupy the Project in whole or in part.
 - 2.4.7 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the **ENGINEER**.

3 SAMPLING AND TESTING

- 3.1 The **ENGINEER** shall furnish Sampling and Testing services. These services will be accomplished through the use of a Subconsultant. The testing of the work will be reviewed by the **ENGINEER** only to determine generally that the work complies with the requirements of the Contract Documents; and

WHEREAS, the term of the contract shall coincide with the Construction Contractor’s time for performance as specified in the construction contract documents plus an additional 30 day to prepare and process completion documents and record drawings; and

WHEREAS, the Agreement provides for additional services upon approval of the governing authorities in accordance with the hourly rate schedule to be attached to the Agreement as Exhibit G; and

WHEREAS, the terms and conditions have been reviewed and revised to conform to the requirements of Mississippi law.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with Neel-Schaffer, Inc., for the Street Resurfacing Project Phase 1A, for an amount not to exceed \$424,000.00 consist with the scope of work set forth herein and terms and conditions consistent with Mississippi law.

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

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH KEEP JACKSON BEAUTIFUL, INC. TO PROVIDE FUNDING IN THE AMOUNT OF \$40,000, TO DEVELOP AND PROMOTE LITTER PREVENTION PROGRAMS AND ACTIVITIES IN THE CITY OF JACKSON FOR CALENDAR YEAR 2023.

WHEREAS, in 1984, Keep Jackson Beautiful, Inc., the local sponsor for the Keep America Beautiful System, partnered with the City of Jackson to develop and promote litter prevention programs and activities; and

WHEREAS, Senate Bill 2980, as passed the Senate, an act to reenact and amend Chapter 966, Local and Private Laws of 1999, as last amended by Chapter 904, Local and Private Laws of 2016, to authorize the governing authorities of the City of Jackson, Mississippi, to continue to pay Keep Jackson Beautiful, Inc., for its services in regard to a litter prevention program through calendar year 2026; and

WHEREAS, the staff recommends that the City of Jackson enter into an agreement with Keep Jackson Beautiful, Inc., to develop and promote the litter prevention and beautification program for calendar year 2023.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement and related documents with Keep Jackson Beautiful, Inc., to develop and promote litter prevention programs and activities in the City of Jackson, Mississippi for calendar year 2023.

IT IS FURTHER ORDERED that payments in the amounts of \$40,000.00 be made to Keep Jackson Beautiful, Inc., for said services.

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

President Banks recognized **Lakeshia Weathers, Solid Waste Manager**, and **Alicia Crudup of Keep Jackson Beautiful**, 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.

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR A FEDERAL TRANSPORTATION ALTERNATIVES GRANT FOR THE MEDGAR AND MYRLIE EVERS HOME NATIONAL MONUMENT SIDEWALK PROJECT AND COMMITTING MATCHING FUNDS FOR THE PROJECT IF AWARDED FEDERAL FUNDS.

WHEREAS, the Mississippi Department of Transportation has made Federal Transportation Alternatives (TA) Program funds available for non-motorized transportation improvements throughout the state of Mississippi; and

WHEREAS, the John D. Dingell, Jr. Conservation, Management, and Recreation Act of 2019 authorized the Medgar and Myrlie Evers Home National Monument, and the National Monument was proclaimed on December 10, 2020 by the Secretary of the Interior; and

WHEREAS, the City of Jackson and the National Park Service desire to construct a sidewalk along Ridgeway Street, Missouri Street, and Margaret Walker Alexander Drive to connect the Medgar and Myrlie Evers Home, Myrlie’s Garden, and Medgar Evers Boulevard; and

WHEREAS, the City of Jackson hereby requests \$406,603.00 in Federal TA funding from the Mississippi Department of Transportation and agrees to provide matching funds in the amount of \$ 101,651.00 in a timely manner.

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The City of Jackson acknowledges that if said project is selected for funding through the MDOT selection process, said project is subject to all applicable Federal and State laws and regulations regarding TA funding, as well as subject to the rules and procedures established by MDOT regarding approved TA projects.

SECTION 2. The Mayor is authorized to submit a transportation alternatives grant application to the Mississippi Department of Transportation for the Medgar and Myrlie Evers Home National Monument sidewalk project.

SECTION 3. If said project is selected for funding, that the Mayor is authorized to execute a Memorandum of Understanding and related documents and submit the same to the Mississippi Department of Transportation.

SECTION 4. If said project is selected for funding, that the Director of the Department of Public Works and the City Engineer are hereby designated as LPA Officials authorized to sign non-contractual documents and submit the same to the Mississippi Department of Transportation.

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

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

Nays – None.

Absent – None.

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ORDER RATIFYING AN AGREEMENT WITH BOBBY CLOUD TO PROVIDE APPRAISALS RELATED TO THE SEWER MAIN COLLAPSE AT LAUREL STREET AND ST. ANN STREET, AND EMERGENCY REPAIR CONTRACT.

WHEREAS, a sanitary sewer main line that runs through multiple backyards and under garages on Laurel Street and Saint Ann Street was found to have failed causing at least one and possibly two rear yard garages to suffer structural damage that will require demolition of the structure; and

WHEREAS, the damage to the two rear yard garages caused by the collapsed sewer line requires the City to provide the owners of those structures with just compensation for the damage to their property and also requires the acquiring of an easement for the sewer main; and

WHEREAS, because of the public safety and environmental dangers, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, Public Works asked Mr. Cloud to initially provide appraisals for three parcels; and

WHEREAS, Mr. Cloud agreed to provide the appraisals at a flat rate of \$1,000.00 for each appraisal; and

WHEREAS, the completion of a survey of the existing sewer main to locate the proposed permanent easement revealed that the sewer line and its proposed easement cross another parcel of property; and

WHEREAS, the Department of Public Works request that Mr. Cloud provide an appraisal for the portion of the easement on this fourth parcel of property, which Mr. Cloud agreed to perform at the same rate of compensation, \$1,000.00; and

WHEREAS, the completion of the appraisals and the presentation of just compensation offers to the property owners is necessary before proceeding with the emergency repair of the sewer main; and

WHEREAS, an agreement was signed with Mr. Cloud to perform four (4) appraisals at a cost of \$1,000.00 each, a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, Mr. Cloud has completed the work and submitted two invoices totaling \$4,000.00, copies of which are attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the agreement with Bobby Cloud for appraisals for an amount of \$4,000.00 total related to the sewer main collapse at Laurel Street and Saint Ann Street, and emergency repair is hereby ratified.

IT IS FURTHER ORDERED that payment to Bobby Cloud in the amount of \$4,000.00 consistent with the attached invoices for appraisals is authorized.

Bobby L. Cloud, SRPA
Real Estate Appraiser
Post Office Box 12421
Jackson, Mississippi 39236-2421
Telephone: 601-956-1720
e-mail: blcloud622@aol.com

July 21, 2023

By First Class Mail and Email
City of Jackson
Department of Public Works
Post Office Box 2779
Jackson, Mississippi 39207

Attention: Terry S. Williamson, Legal Counsel
twilliamson@jacksonms.gov

Dear Mr. Williamson:

Pursuant to your request, I herein am presenting a fee for making appraisals on utility easements across the following properties:

- (1) Parcel 15-151 (Nicholas Gartman)
- (2) Parcel 15-151-1 (Twin Sisters Trust)
- (3) Parcel 15-152 (Bernard Booth)
- (4) Parcel 15- 153 (Miller Bryant)

Appraisal Fee: \$4,000

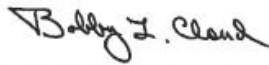
This fee is based upon information provide to me concerning the circumstances of the appraisal, including, but not limited to, the following:

- 1) The easement to be acquired is for an existing sewer line that has collapsed, for which there appears to be no recorded easement;
- 2) The easement to be acquired will be fifteen feet in width, with the center line of the easement running parallel to the center line of the existing or replaced sewer line as shown in a survey that will be provided to me by the City; and
- 3) Garage structures on Parcels 15-151-1 and 15-152 will be demolished due to damage caused by the collapse and the danger posed to contractors due the proximity of the garage structures to the required point repair;

July 21, 2023
Terry Williamson
Page 2

- 4) Any structures other than the two garage structures on Parcels 15-151-1 and 15-152 and fences on any of the four parcels will be allowable encroachments on the City's easement; and
- 5) The City may provide a copy of the Appraiser Report to the owners of the subject parcels, but will only do so after consulting with me about the manner in which it should be presented to them, due in part to the limited market data available for the appraisals.

This fee may change on a per parcel amount should the number of appraisals increase or decrease.



Bobby L. Cloud, SRPA
State Certified General
Real Estate Appraiser (GA-207)

Agreed and accepted. We consent to the appraisals on the terms set forth above.

CITY OF JACKSON

By:  CAM

Name: Chokwe A. Lumumba

Title: Mayor

Dated: July 24, 2023

Bobby L. Cloud, SRPA
Real Estate Appraiser
Post Office Box 12421
Jackson, Mississippi 39236
Telephone: 601-956-1720

August 6, 2023

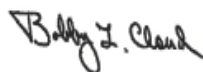
City of Jackson
Department of Public Works
200 South President Street
Jackson, Mississippi 392001

Re: City of Jackson
Project no. 8952.000
Grant Street Relocation
(West County Line Road)

Attention: Robert Lee/ Terry Williamson

INVOICE FOR: The appraisals of the following tracts:

(1) Tax Parcel 15-151-1 Twin Sisters Trust, 1509 St, Ann St.:	\$1,000
(2) Tax Parcel 15-152 Bernard Booth, IV, 1606 Laurel St.:	<u>1,000</u>
Total:	\$2,000



Bobby L. Cloud, SRPA
State Certified General Real
Real Appraiser (GA-207)

Bobby L. Cloud, SRPA
Real Estate Appraiser
Post Office Box 12421
Jackson, Mississippi 39236
Telephone: 601-956-1720

August 17, 2023

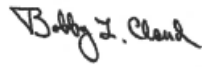
City of Jackson
Department of Public Works
200 South President Street
Jackson, Mississippi 39201

Re: City of Jackson
Belhaven Historic District

Attention: Robert Lee/ Terry Williamson

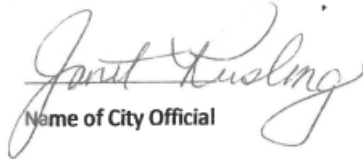
INVOICE FOR: The appraisals of the following tracts:

(1) Tax Parcel 15-150-1 Levi King, 1512 Lyncrest Avenue.:	\$1,000
(2) Tax Parcel 15-151, Nicholas Gartman, 1506 Lyncrest Avenue:	<u>1,000</u>
Total:	\$2,000



Bobby L. Cloud, SRPA
State Certified General Real
Real Appraiser (GA-207)

Copies of Two appraisals of each of the above reports received by:


Name of City Official

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 DELTA CONSTRUCTORS, INC. FOR
SANITARY SEWER MAIN LINE REPAIRS AT 4145 NORTHSTATE STREET.**

WHEREAS, a sanitary sewer main line that runs beneath a business at 4145 North State Street was found to have deteriorated causing sewage to back up in the line; and

WHEREAS, because of the location and nature of the failure, the City determined that a contractor would be needed to pipe burst a new line under a commercial building; and

WHEREAS, because of these public safety and environmental dangers, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, Public Works asked two contractors experienced in this type of work to submit sealed bids, with Delta Constructors being the lower of the two bids; and

WHEREAS, a contract was executed with Delta Constructors, Inc., for an amount not to exceed \$183,010.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the contract with Delta Constructors, Inc. for an amount not to exceed \$183,010.00 for sanitary sewer main line repair work at 4145 North State Street is ratified.

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST


The following sewer collection system repairs are too complex or require equipment that the Sewer Maintenance Division does not have:

- Flag Chapel/Queen Mary Point Repair;
- Congress/Pascagoula Point Repair;
- State St Gas Station Pipe Burst;
- Hwy 80/University - 2 Point Repairs: Line and Manhole;
- Catalina Point Repair;
- Laurel/St Ann - Sewer Reroute to avoid building collapses;
- Pine Lane/Jamaica;
- Dogwood Point Repair, Line; and
- Old Canton / St Andrews Point Repair

Repairing these sewer collection system failures constitutes an emergency because the sanitary sewer overflows and sewer collection system line failures to be addressed by the repairs will eliminate serious hazards to human health and the environment. In the case of the repair at the State Street Gas Station, a potential catastrophic event could result in an explosion or the discharge of petroleum products in the environment.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contracts to repair these sewer collection system failures, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.


 Robert Lee, P.E.
 City Engineer

2/3/23
 DATE

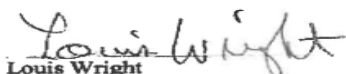
II. REVIEWED AND APPROVED


 Terri Martin
 City Attorney

2/3/2023
 DATE


 Fidelis Malembeka
 Chief Financial Officer

2/13/2023
 DATE


 Louis Wright
 Chief Administrative Officer

2/13/2023
 DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the sewer collection system failures listed herein constitute an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that contracts repair the sewer collection system failures listed herein are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective February 3, 2023.


 CHOKWE A. LUMUMBA
 Mayor

2/13/2023
 DATE

CONTRACT

This Contract, made this the 23rd day of May, 2023 by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Delta constructors, Inc. located in Flowood, MS, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of Emergency Sewer Repairs at 4145 North State Street and being more completely described in the Bid Form for the project.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one day after the time of the NOTICE TO PROCEED and will work as directed by the Director of the Department of Public Works until such time as the work described in the Bid Form for this project is complete.
3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S bid, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions (if any), Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the Proposal Form, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for other work authorized and performed; which shall not exceed the sum of One Hundred Eighty-three Thousand and Ten Dollars (\$183,010.00),
in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

02/24/2020

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Emergency Contract Supplements and Amendments.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum One Hundred Eighty-Three Thousand Ten Dollars. (\$183,010.00).
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of One Hundred Eighty-Three Thousand ten Dollars. (\$ 183,010.00).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.

02/24/2020

13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

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02/24/2020

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

BY


Mayor

ATTEST


Municipal Clerk

(Seal)



Delta constructors, Inc, CONTRACTOR

BY:


Joe H. Campbell, President

ATTEST



(Seal)

02/24/2020

Council Member Grizzell moved adoption; Council Member Hartley seconded.

President Banks recognized Robert Lee, Interim Public Works Director, 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 RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC.
FOR SANITARY SEWER MAIN LINE REPAIRS AT LAUREL STREET AND
SAINT ANN STREET.**

WHEREAS, a sanitary sewer main line that runs through multiple backyards and under garages on Laurel Street and Saint Ann Street was found to have failed causing at least one and possibly two rear yard garages to suffer structural damage that will require demolition of the structure; and

WHEREAS, because of these public safety and environmental dangers, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, Public Works asked two contractors experienced in this type of work to submit sealed bids, with Utility Constructors, Inc. being the lower of the two bids; and

WHEREAS, a contract was executed with Utility Constructors, Inc., for an amount not to exceed \$343,075.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the contract Utility Constructors, Inc. for an amount not to exceed \$343,075.00 for sanitary sewer main line repair work at Laurel Street and Saint Ann Street is hereby ratified.

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST


The following sewer collection system repairs are too complex or require equipment that the Sewer Maintenance Division does not have:

- Flag Chapel/Queen Mary Point Repair;
- Congress/Pascagoula Point Repair;
- State St Gas Station Pipe Burst;
- Hwy 80/University - 2 Point Repairs: Line and Manhole;
- Catalina Point Repair;
- Laurel/St Ann - Sewer Reroute to avoid building collapses;
- Pine Lane/Jamaica;
- Dogwood Point Repair, Line; and
- Old Canton / St Andrews Point Repair

Repairing these sewer collection system failures constitutes an emergency because the sanitary sewer overflows and sewer collection system line failures to be addressed by the repairs will eliminate serious hazards to human health and the environment. In the case of the repair at the State Street Gas Station, a potential catastrophic event could result in an explosion or the discharge of petroleum products in the environment.


Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contracts to repair these sewer collection system failures, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.

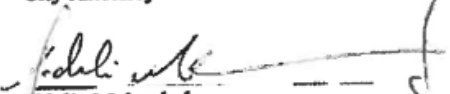

 Robert Lee, P.E.
 City Engineer

2/3/23
 DATE

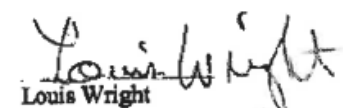
II. REVIEWED AND APPROVED


 Terri Martin
 City Attorney

2/3/2023
 DATE


 Fidelis Malembeka
 Chief Financial Officer

2/13/2023
 DATE


 Louis Wright
 Chief Administrative Officer

2/13/2023
 DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the sewer collection system failures listed herein constitute an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that contracts repair the sewer collection system failures listed herein are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective February 3, 2023.


 CHOKWE A. LUMUMBA
 Mayor

2/13/2023
 DATE

CONTRACT

This Contract, made this the 14th day of September, 2023, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Utility Constructors, Inc. located in Jackson, MS, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of Emergency Sewer Repairs at St. Ann and Laurel Street Emergency Sewer Repair and being more completely described in the Bid Form for the project.
 2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one day after the time of the NOTICE TO PROCEED and will work as directed by the Director of the Department of Public Works until such time as the work described in the Bid Form for this project is complete.
 3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S bid, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions (if any), Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
 4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the Proposal Form, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for other work authorized and performed; which shall not exceed the sum of Three hundred fifty two thousand dollars & 00/100 Dollars (\$352,000.00), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.
- 02/24/2020
5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
 6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Emergency Contract Supplements and Amendments.
 7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
 8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Three hundred fifty two thousand dollars & 00/100 (\$ 352,000.00).
 9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Three hundred fifty two thousand dollars & 00/100 (\$ 352,000.00).
 10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
 11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.

02/24/2020

12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.
13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

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02/24/2020

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) counterparts, each of which shall be deemed an original on the date first above written.

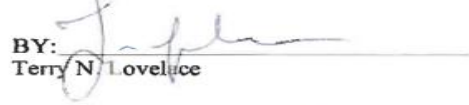
CITY OF JACKSON, MISSISSIPPI

Utility Constructors, Inc.
CONTRACTOR

BY


Mayor

BY:


Terry N. Lovelace

ATTEST


Municipal Clerk

ATTEST


Jackie H. King

(Seal)

(Seal)

02/24/2020

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

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

* * * * *

ORDER RATIFYING PROCUREMENT OF REPAIRS, PARTS, AND SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FOR THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, Department of Public Works had need of certain repairs, parts, and services for the operation and maintenance of the Water Maintenance Division and Water/Sewer Utilities Division; and

WHEREAS, due to exigent circumstances, the procurement of these necessary repairs, parts, and services done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the repairs, parts, and services set forth in certain invoices attached to this Order and made part of the minutes were provided to the Department of Public Works, and said work have been rendered and parts provided.

IT IS, THEREFORE, ORDERED that the procurement of the repairs, parts, and services set forth in the invoices attached to the Order is ratified.

IT IS FURTHER ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices for the repairs and services performed and the parts provided:

Vendor	Invoice No.	Invoice Date	Amount
Allied Universal Corporation	I2812892	9/28/2022	\$ 20,380.00
Basset Claims Adjusting Group Inc	2566001694	1/19/2023	\$ 45,178.65
Control Systems, Inc.	61917	11/22/2022	\$ 5,712.42
Environment Masters	118142581	4/7/2022	\$ 516.00
Environment Masters	121777652	5/5/2022	\$ 144.00
Environment Masters	126057882	6/13/2022	\$ 1,958.93
Environment Masters	127145204	6/27/2022	\$ 20,115.42
Environment Masters	130078326	7/20/2022	\$ 228.98
Environment Masters	130187154	7/25/2022	\$ 897.11
Environment Masters	135619726	9/21/2022	\$ 161.57
Environment Masters	136752399	10/7/2022	\$ 23,027.82
Fisher Fire Extinguisher Service, Inc.	81623	10/12/2022	\$ 250.00
Fleet Response	46412	4/18/2023	\$ 34,834.88
Gulf States Engineering Company, Inc.	112430	5/22/2023	\$ 11,240.26
Gray-Daniels Auto Family	362570	11/2/2022	\$ 821.69
Gray-Daniels Auto Family	519222	11/18/2022	\$ 315.00
Herrin Gear Chevrolet	699042	10/25/2022	\$ 383.83
Hydraulic Service & Supply, LLC.	131245	11/18/2022	\$ 14,175.22
Mac Haik Ford	213893	11/3/2022	\$ 558.50
Mac Haik Ford	3099055	11/22/2022	\$ 78.95
Mel Luna Saw Company	93805	10/10/2022	\$ 217.75
Mel Luna Saw Company	93893	10/10/2022	\$ 180.00
Mel Luna Saw Company	93792	10/10/2022	\$ 71.90
Mel Luna Saw Company	93807	10/10/2022	\$ 91.93

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 26, 2023 10:00 A.M.**

1018

Mel Luna Saw Company	93806	10/10/2022	\$ 89.85
Novelty Machine Works	94865	10/26/2022	\$ 13,117.10
Nuttal Gear, LLC	92606461	8/17/2023	\$ 19,984.45
On The Way	2155	11/17/2022	\$ 230.00
On The Way	2154	11/17/2022	\$ 165.00
Rankin Rental	109100081-0001	11/22/2022	\$ 3,786.84
River City Equipment Rental & Sales, Inc.	100081A-9	10/18/2022	\$ 2,200.00
Scott Equipment	P45950	11/16/2022	\$ 130.56
Scott Equipment	X16534	11/22/2022	\$ 3,003.24
Standard Crane & Hoist LLC	9-92099	5/30/2022	\$ 3,220.24
Standard Crane & Hoist LLC	9-92147	6/30/2022	\$ 462.50
Standard Crane & Hoist LLC	9-92169	7/31/2022	\$ 318.00
Stuart C. Irby Company	21001068	7/30/2021	\$ 4,278.34
United Rentals	212278382-001	10/28/2022	\$ 1,012.54
United States Geological Survey	90995769	7/15/2022	\$ 18,625.00
United States Geological Survey	91010870	9/8/2022	\$ 18,625.00
United States Geological Survey	91047596	2/10/2023	\$ 19,092.50
United States Geological Survey	91062026	4/12/2023	\$ 19,092.50
United States Geological Survey	91084918	7/12/2023	\$ 19,092.50
United States Geological Survey	91102133	9/13/2023	\$ 19,092.50
		Total	\$347,159.44

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

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

Nays – None.

Absent – None.

**ORDER RATIFYING REPAIRS TO BUILDINGS AND EQUIPMENT AND THE
PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND
AUTHORIZING PAYMENTS TO SAID VENDORS.**

WHEREAS, the Building Maintenance Division of the Department of Public Works had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City’s buildings; and

WHEREAS, due to exigent circumstances, the procurement of these necessary repairs to buildings and equipment, and the procurement of services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the repairs to buildings and equipment set forth in certain invoices attached hereto were made to the City’s buildings and equipment; and

WHEREAS, the services set forth in certain invoices attached hereto were provided to the City’s buildings; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City’s buildings, it is necessary to pay these outstanding invoices to continue receiving any needed repairs and services from these vendors.

IT IS, THEREFORE, ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

United Plumbing & Heating Co., Inc.	\$6,487.49
TK Elevator Corporation	\$9,923.12
Integrated Pest Control Maintenance LLC	\$1,335.00

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 26, 2023 10:00 A.M.**

Universal Services, LLC	\$2,842.00
Upchurch Services, LLC	\$1,201.85
Johnson Controls, Inc.	\$13,389.03
 Total	 \$35,178.49

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

President Banks recognized **Robert Lee, Interim Public Works Director**, 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 RATIFYING THE PROCUREMENT OF SOLID WASTE DISPOSAL SERVICES UNDER \$5,001.00 FROM COMPLETE ENVIRONMENTAL & REMEDIATION CO. LLC, AND AUTHORIZING PAYMENT TO SAID VENDOR.

WHEREAS, the Solid Waste Division of the Department of Public Works had need of hazardous waste removal services for operations and maintenance at the Environmental Service Center the services the Tri-County area; and

WHEREAS, the current contract with Complete Environmental & Remediation Co. LLC expired prior to hazardous waste removal services being rendered at the Environmental Service Center; and

WHEREAS, Complete Environmental & Remediation Co. LLC agreed to perform the services on the same terms and conditions, and same pricing as under the expired contract; and

WHEREAS, the charges set forth in the invoice attached hereto were submitted to the Solid Waste Division for the removal services and supplies and all services have been completed.

IT IS, THEREFORE, ORDERED that payment to the following vendor in the amounts set forth be made, consistent with the attached invoice:

Complete Environmental Services	\$ 4,092.40
Total	\$ 4,092.40

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

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

Nays – None.

Absent – None.

* * * * *

There came on for consideration Agena Item No. 46:

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT ALL CLAIMS IN TINA WALLACE v. CITYOF JACKSON, ET AL., CIVIL - ACTION NUMBER 3:21-ev-326-1(HJ-MTP, UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION.

President Banks stated said item would be taken up later in the meeting during Executive Session.

ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

NOW, THEREFORE, IT IS ORDERED thatwe the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

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

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

Nays – None.

Absent – None.

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging

Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City’s residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023, May 23, 2023, June 22, 2023, July 18, 2023 and August 29, 2023 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

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

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

Nays – None.

Absent – None.

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Note: Council Member Lindsay left the meeting.

* * * * *

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
SUPPORTING THE DENOUNCEMENT OF NEGATIVE REFLECTIONS OF THE
CITY OF JACKSON, MISSISSIPPI AS VIEWED ON 60-MINUTES.**

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

WHEREAS, on Sunday, September 17, 2023, Coach Deion Sanders interviewed with 60 Minutes, a television news magazine broadcast on the CBS television network; and

WHEREAS, during the interview, images were presented of both Jackson, Mississippi and Boulder, Colorado; the images of Boulder were very positive while the images of Jackson depicted the most hideous scenes; and

WHEREAS, it is evident that both positive and negative images are a part of most cities in the United States; as with Boulder, Colorado, positive images should have been reflected of Jackson, Mississippi.

THEREFORE, BE IT RESOLVED that the City Council of Jackson, Mississippi, hereby strongly supports the denouncement of the negative reflections of the City of Jackson, Mississippi as viewed on 60 Minutes on September 17, 2023.

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

President Banks who moved; seconded by **Council Member Grizzell**, to amend Resolution adding an IT IS FURTHER RESOLVED section stating “IT IS FURTHER RESOLVED that a copy of said resolution shall be sent to all Mississippi media outlets, CBS corporate office and its local affiliate, and the 60 Minutes show”. The motion prevailed by the following vote:

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

Nays – None.

Absent – Lindsay.

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

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE DENOUNCEMENT OF NEGATIVE REFLECTIONS OF THE CITY OF JACKSON, MISSISSIPPI AS VIEWED ON 60-MINUTES.

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

WHEREAS, on Sunday, September 17, 2023, Coach Deion Sanders interviewed with 60 Minutes, a television news magazine broadcast on the CBS television network; and

WHEREAS, during the interview, images were presented of both Jackson, Mississippi and Boulder, Colorado; the images of Boulder were very positive while the images of Jackson depicted the most hideous scenes; and

WHEREAS, it is evident that both positive and negative images are a part of most cities in the United States; as with Boulder, Colorado, positive images should have been reflected of Jackson, Mississippi.

THEREFORE, BE IT RESOLVED that the City Council of Jackson, Mississippi, hereby strongly supports the denouncement of the negative reflections of the City of Jackson, Mississippi as viewed on 60 Minutes on September 17, 2023.

IT IS FURTHER RESOLVED that a copy of this resolution will be sent to all Mississippi media outlets, the CBS corporate office, its local affiliate and the 60 Minutes show.

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

Nays – None.

Absent – Lindsay.

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HIRING ATTORNEY DENNIS SWEET AND ATTORNEY NATHANIEL ARMISTAD AS CO-COUNSELS TO PROTECT THE RIGHTS OF JACKSON, MISSISSIPPI IN PROVIDING SAFE AND CLEAN DRINKING WATER TO ITS CUSTOMERS.

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

WHEREAS, the City of Jackson must ensure that the citizens of Jackson are compensated for injuries that they sustained as a result of the exposure to environmental contamination and dangerous products; and

WHEREAS, Attorney Dennis Sweet is a licensed attorney in the state of Mississippi and United States of America and Attorney Nathaniel Armistad is a licensed attorney in the state of Mississippi and the United States of America .

IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi hire Attorney Dennis Sweet and Attorney Nathaniel Armistad as co-counsels to protect the rights of Jackson, Mississippi in providing safe and clean drinking water to its customers.

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

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

President Banks recognized **Council Member Hartley** who moved; seconded by **Council Member Stokes**, to amend said Order adding in the third **WHEREAS** “Attorney Deshun Martin is a licensed attorney in the state of Mississippi and the United States of America” and in the **IT IS HEREBY ORDERED** section adding Attorney Deshun Martin. The motion prevailed by the following vote:

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

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

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HIRING ATTORNEY DENNIS SWEET AND ATTORNEY NATHANIEL ARMISTAD AS CO-COUNSELS TO PROTECT THE RIGHTS OF JACKSON, MISSISSIPPI IN PROVIDING SAFE AND CLEAN DRINKING WATER TO ITS CUSTOMERS.

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

WHEREAS, the City of Jackson must ensure that the citizens of Jackson are compensated for injuries that they sustained as a result of the exposure to environmental contamination and dangerous products; and

WHEREAS, Attorney Dennis Sweet is a licensed attorney in the state of Mississippi and United States of America, Attorney Nathaniel Armistad is a licensed attorney in the state of Mississippi and the United States of America and Attorney Deshun Martin is a licensed attorney in the State of Mississippi and the United States of America.

IT IS HEREBY ORDEREDthat the City Council of Jackson, Mississippi hire Attorney Dennis Sweet, Attorney Nathaniel Armistad and Attorney Deshun Martin as co-counsels to protect the rights of Jackson, Mississippi in providing safe and clean drinking water to its customers.

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

President Banks recognized **Council Member Grizzell** who moved, seconded by **President Banks** to reconsider Agenda Item No. 12. The motion prevailed by the following vote:

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

Note: Council Member Lindsay returned to the meeting.

ORDER RATIFYING AND AUTHORIZING THE PETTY CASH FUND FOR THE DEPARTMENT OF ADMINISTRATION FOR THE REMAINING OF FISCAL YEAR 2022-2023.

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" 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).

WHEREAS, the Office of Finance recommends the governing authorities for the city of Jackson authorize a petty cash fund not to exceed \$150,000.00, which is the budgeted amount, to pay for travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments; and

WHEREAS, the reason for establishing the fund is to allow for the Office of Finance to keep sufficient funds in the Petty Cash account for expenses for the Mayor, City Council, and all City employees; and

WHEREAS, the Controller and Assistant Controller will be designated at the custodian of said funds for the Office of Finance; and

WHEREAS, the Petty Cash Fund has a depository account at Cadence Bank; and

WHEREAS, the State Auditor's Office petty cash funds regulations require the governing authorities to authorize the petty cash funds on an annual basis, and the custodian of the petty cash fund must be bonded and will be responsible at all times for the funds and purchases of the petty cash fund; and

WHEREAS, the Office of Finance recommends that the governing authorities for the city of Jackson ratify and authority the petty cash fund in an amount not to exceed \$150,000.00 for 2022-2023 fiscal year to cover the cost of travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments.

IT IS, THEREFORE, ORDERED and hereby ratified that a petty cash fund not to exceed \$150,000.00, which is a budgeted amount, be established for the Office of Finance to pay for travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments.

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

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

DISCUSSION: FUND BALANCE (LIBRARIES): **President Banks** recognized **Council Member Stokes** who expressed concerns regarding the number of libraries closed in the City of Jackson and expressed the need to meet with the County Supervisors to determine why the County Libraries are open and the City Libraries are closed when the library system is supposed to be a joint venture between the County and the City. He suggested using monies from fund balance to fund keeping libraries open in the City of Jackson. **President Banks** recognized **Vice President Lee** who inquired if the city had a plan for relocating the Eudora Welty Library. **President Banks** recognized **Louis Wright, CAO**, who stated there was a plan in place to relocate the Eudora Welty Library to Union Station.

DISCUSSION: UPDATE - KEYSHIA SANDERS: **President Banks** recognized **Council Member Stokes** who expressed concerns regarding the status of former employee Keyshia Sanders and exactly how much money was involved in the charges she faced. He asked that the Council be kept in the loop as to her sentencing and any information found from further investigations.

DISCUSSION: GARBAGE APPEAL AND RFP: **President Banks** recognized **Council Member Foote** who expressed concerns regarding the need for a new RFP for garbage collection to avoid a future garbage crisis given that the current emergency contract expires in 6 months and 4 days. He stated he strongly encourages the Administration to start an RFP for future garbage collections. **President Banks** stated he was optimistic that the city would get to a place of resolution regarding the future of garbage collections soon.

Note: **Council Member Stokes** left the meeting.

DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY: **President Banks** and the City Council members discussed to continue the emergency.

MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. **President Banks** stated that all City Council members had received the monthly financial report for review.

There came on for consideration Agenda Item No. 20.

ORDER REVISING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF INFORMATION TECHNOLOGY.

WHEREAS, the City of Jackson, Department of Information Technology requests a revision to its 2022-2023 fiscal budget to provide consistent and outstanding service to our employees and citizens; and

WHEREAS, the Department of Information Technology recommends that the governing authorities for the City of Jackson transfer funds in the amount of \$367,216.33 to provide services and maintenance needed throughout the city to support 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 IT Department is seeking to transfer funds from the available fund balance. This balance is comprised of the unassigned portion of the budget that remains after all expenses have been accounted for. Typically, this amount is reserved for unexpected situations or emergencies that may arise during the operating year; and

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
General Fund/Fund Balance		Fund 4 Revenue Account	
001-5899	-\$367,216.33	004-5911	\$367,216.33
Fund 4 Revenue Account		Technology Fund	
004-5911	-367,216.33	004-904.00-6419	\$367,216.33

WHEREAS, this transfer of Three Hundred Sixty-Seven Thousand, Two Hundred Sixteen Dollars and Thirty Three cents (\$367,216.33) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there have been no other budget amendments or revisions to the Fiscal Year 2022-2023 Budget for the Department of Information Technology and this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the Department of Information Technology in the Fiscal Year 2022-2023 Budget.

IT IS, THEREFORE, ORDERED that the Department of Information Technology Fiscal Year 2022-2023 budget be revised as set forth above. The mayor authorizes funds for Ringcentral, LiteCloud, AT&T Services, Kronos Maintenance, and OnSolve.

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

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

Note: Said item failed due to a lack of a majority vote.

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The following reports/announcements were provided during the meeting:

- **Chris Gray, Constituent Services**, announced the following:
 - National Night Out will be October 24, 2023. Call (601) 960-2049 or (601) 960-2324 to register for participation.
 - The Department of Human and Cultural Services Senior Services Division will sponsor a Senior Health Fair October 19 at the Jackson Convention Center.

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President Banks recognized **Vice President Lee** who moved, seconded by **Council Member Lindsay** to go into Closed Session to regarding “Pending Litigation” and Agenda Item No. 46. The motion prevailed by the following vote:

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

* * * * *

President Banks announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding “Pending Litigation” and Agenda Item No. 46.

* * * * *

During Closed Session, **Council Member Lindsay** moved, seconded by **President Banks** to go into Executive Session regarding “Pending Litigation” and take up Agenda Item No. 46. The motion prevailed by the following vote:

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

* * * * *

Council Member Lindsay moved, seconded by **Council Member Hartley**, to come out of Executive Session. The motion prevailed by the following vote:

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

* * * * *

President Banks announced to the public that the Council voted to come out of Executive Session and action was taken.

* * * * *

During Executive Session, the Council took action on Agenda Item No. 46:

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT ALL CLAIMS IN TINA WALLACE v. CITY OF JACKSON, ET AL., CIVIL - ACTION NUMBER 3:21-ev-326-1(HJ-MTP, UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION.

WHEREAS, on May 12, 2021, a Complaint was filed naming the City of Jackson, Mississippi, Mayor Chokwe Lumumba, and [former] Jackson Police Chief James Davis as Defendants, in the United States District Court, Southern District of Mississippi, Northern Division, Civil Action Number 3:21-cv-326-KHJ-MTP; and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and

WHEREAS, the Office of the City attorney advises that Plaintiff and its counsel are willing to accept settlement in a reasonable amount to fully release all claims against the City of Jackson; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to resolve all issues and claims against all parties and pay said 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 *Tina Wallace v. City of Jackson, et al.*, Civil Action Number 3:21-cv-326-

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 26, 2023 10:00 A.M.**

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KHJ-MTP; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and its Counsel, as full and final settlement of this matter.

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

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

Nays – None.

Absent – Stokes.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 10:00 a.m. on September 27, 2023. At 2:22 p.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

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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 4:45 p.m. Tuesday, September 26, 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 revising municipal budget, FY 2022-2023. (2) Order accepting budget of Jackson Municipal Airport Authority for FY 2023-2024. (3) Order acknowledging receipt of FY 2023-2034 budget for the Jackson/Hinds Library System and authorizing an appropriation in the amount of \$1,947,008 to said system. (4) Order accepting the bid of Kirk Auto World d/b/a Kirk Brothers Sunset for thirteen 2023 police pursuit vehicles to be used by the City of Jackson Police Department (RFP No. 07100-091923). (5) Order revising the FY 2023 municipal budget for the City of Jackson Police Department. The meeting was convened in the Council Chambers located at 219 S. President Street at 10:00 a.m. on September 27, 2023 being the fourth Wednesday 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, Council Vice President, Ward 2 (via teleconference); Ashby Foote, Ward 1; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 (via teleconference) and Virgi Lindsay, Ward 6. Directors: Fidelis Malembeka, Chief Financial Officer; Louis Wright, Chief Administrative Officer; Shanekia Mosley-Jordan, Clerk of the Council and Sabrina Shelby, Chief Deputy Clerk of Council and Sondra Moncure, Deputy City Attorney

Absent: Kenneth I. Stokes, Ward 3.

* * * * *

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

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President Banks requested that Agenda Item No. 2, 3, 5 and 4 be moved forward on the Agenda. Hearing no objections, the following was discussed:

**ORDER ACCEPTING BUDGET OF JACKSON MUNICIPAL AIRPORT
AUTHORITY FOR FY 2023-2024.**

WHEREAS, the governing authorities of municipalities shall have the power to appropriate the funds thereof for the current expenses for the municipality pursuant to Section 21-17-7 of the Mississippi Code of 1972, as amended; and

WHEREAS, during the Departmental Budget Hearings on August 14, 2023, the Jackson City Council received a budget proposal for the Jackson Municipal Airport Authority (JMAA) which services both Jackson-Medgar Wiley Evers International Airport and Hawkins Field Airport; and

WHEREAS, the Jackson City Council has determined that JMAA has sufficient funding in its budget, and no appropriation is necessary to fund JMAA from the City of Jackson budget for Fiscal Year 2023-2024; and

IT IS HEREBY ORDERED that the budget submitted by the Jackson Municipal Airport Authority for the Fiscal Year 2023-2024 be accepted. The City of Jackson budget for Fiscal Year 2023-2024 shall not include an appropriation for the Jackson Municipal Airport Authority.

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

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

* * * * *

ORDER ACKNOWLEDGING RECEIPT OF FY 2023-2024 BUDGET FOR THE JACKSON/HINDS LIBRARY SYSTEM AND AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$1,947,008.00 TO SAID SYSTEM.

WHEREAS, on August 14, 2023, during the FY 2023-2024 Departmental Budget Hearing, the Jackson/Hinds Library System, submitted a proposed budget of \$1,947,008.00 for the Fiscal Year 2023-2024; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the governing authorities of each municipality of the State of Mississippi shall, not later than September 15th of each year, prepare a complete budget of the municipal revenues, expenses and working cash balances estimated for the next fiscal year, and shall prepare a statement showing the aggregate revenues collected during the current year in said municipality for municipal purposes; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the statement of revenue and expenses shall show every source of revenue along with the amount derived from each source; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the budget and statement of revenue and expenses, shall be published at least one (1) time during September in a newspaper published in the municipality; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, prior to the adopting of the budget, the governing authority of each municipality shall hold at least one (1) public hearing to provide the general public with an opportunity to comment on the taxing and spending plan incorporated in the proposed budget; and

WHEREAS, pursuant to Section 21-35-5 of the Mississippi Code Annotated of 1972, as amended, the public hearing shall be held at least one (1) week prior to the adoption of the budget with advance notice and held outside normal working hours and the advance notice shall include an announcement published or posted in the same manner as required for the final adopted budget; and

WHEREAS, on August 17th and 24th of 2023, a notice of a public hearing on the proposed budget for the upcoming fiscal year for the City of Jackson, MS was advertised in the Mississippi Link and on August 22nd and 29th was advertised in the Clarion Ledger; and

WHEREAS, the required public hearing was advertised for and held on September 7, 2023, at 6:00 p.m. in Council Chambers located in City Hall, 219 South President Street, Jackson, Mississippi 39201; and

WHEREAS, upon review of the budget submitted by the Jackson/Hinds Library System, it is deemed advisable to fund a portion thereof.

IT IS, THEREFORE, ORDERED that \$1,947,008.00 be appropriated to the Jackson/Hinds Library System for the Fiscal Year 2023-2024.

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

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

Nays – None.

Absent – Lee and Stokes.

* * * * *

ORDER REVISING THE FISCAL YEAR 2023 MUNICIPAL BUDGET FOR THE CITY OF JACKSON POLICE DEPARTMENT.

WHEREAS, Section 21-35-25 of the Mississippi Code authorizes the governing authorities of a municipality to transfer at any time during the fiscal year sums remaining and not

needed in any fund or account to funds or accounts where needed by order to such effect entered upon their minutes; and

WHEREAS, the Jackson Police Department has identified funds in the amount of \$375,000.00 in the budgeted salaries account, which will not be expended because of a reduction in overtime expenditures; and

WHEREAS, the unexpended funds are needed to purchase Police Fleet Vehicles, Fleet Emergency Equipment; and

WHEREAS, separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached; and

WHEREAS, the Jackson Police Department believes that revising its budget to transfer funds from the budgeted salaries account to other accounts to be used as stated promotes and serves public safety interests; and

WHEREAS, the Jackson Police Department recommends that its fiscal year 2022 - 2023 budget be revised as follows:

WHEREAS, the Department of Administration has assessed the proposed amendment and determined that the revision does not exceed ten percent (10%) of the total amount appropriated and authorized to be expended in a particular fund or account and will not require publication.

IT IS HEREBY ORDERED that the Jackson Police Department's fiscal year 2022 - 2023 budget may be revised as set forth in this order.

IT IS HEREBY ORDERED the provisions of this order shall not be construed as negating the procurement requirements set forth in the state purchasing laws.

Transfer From Account and Amounts Amount	Transfer to Accounts and Amount
00144240 6114 - \$375,000.00	00144240 6855 - \$50,000.00 00144240 6868 - \$325,000.00

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

President Banks recognized **Fidelis Malembeka, Chief Financial Officer, Sharon Thames, Deputy Director of Administration, Captain George Jimerson, Jackson Police Department, Deputy Chief Vincent Grizzell, Jackson Police Department and Chief Joseph Wade, Jackson Police Department**, who provided an overview of said item.

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

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

Note: **Vice President Lee** joined the meeting during the discussion.

**ORDER ACCEPTING BID OF KIRK AUTO WORLD D/B/A KIRK BROTHERS
SUNSET FOR THIRTEEN 2023 POLICE PURSUIT VEHICLES TO BE USED
BY THE CITY OF JACKSON POLICE DEPARTMENT (RFP NO. 07100-091923).**

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 27, 2023 10:00 A.M.**

1032

WHEREAS, the Jackson Police Department issued an advertisement for bids for thirteen (13) 2023 police pursuit vehicles “PPV”; and

WHEREAS, on September 19, 2023, the Department of Administration received one bid for thirteen (13) police pursuit vehicles from Kirk Auto World d/b/a Kirk Brothers Sunset, located at 1463 Commerce Street, Grenada, MS 38901, for eleven V6 PPVs (two black, nine white) and two V8 (white); and

WHEREAS, the Jackson Police Department will utilize these thirteen PPVs for patrol and investigative purposes; and

WHEREAS, Kirk Auto World d/b/a Kirk Brothers Sunset submitted the lowest and best bid in the amount of \$516,326.00 for thirteen (13) PPVs; and

WHEREAS, the Jackson Police Department reviewed said bids and recommends to the governing authorities for the City of Jackson to accept the bid of Kirk Auto World d/b/a Kirk Brothers Sunset as the lowest and best bid received for the following items:

Description

<u>Price</u>	<u>Unit Price</u>	<u>Total</u>
Police Pursuit Vehicle V6 (2 Black, 9 White)	\$39,312.00	\$432,432.00
Police Pursuit Vehicle V8 (2 White)	\$ 41,932.00	\$ 83,894.00
		Total Price \$516,326.00

IT IS HEREBY ORDERED that the bid received on September 19, 2023, from Kirk Auto World d/b/a Kirk Brothers Sunset, located at 1463 Commerce Street, Grenada, MS 38901, for eleven V6 PPVs (two black, nine white) and two V8 (white) at \$83,894.00 at a cost not to exceed \$516,326.00, be accepted as the lowest and best bid received.

IT IS FURTHER ORDERED that payment for said police pursuit vehicles be made from the General Fund (001.442.40.6868) FY 2019 JAG GRANT.

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

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

* * * * *

ORDER REVISING MUNICIPAL BUDGET, FISCAL YEAR 2022-2023.

WHEREAS, the Department of Administration recommends that the governing authorities of the City of Jackson amend the Municipal Budget to address any and all deficits for fiscal year 2022-2023; and

WHEREAS, as set forth in Section 21-35-25 of the Mississippi Code Annotated, if it affirmatively appears at any time during the current fiscal year that actual collections and anticipated revenues from taxes or other sources, including grants or donations, will exceed the estimates, then the governing authorities may revise and increase the budget appropriation of such fund, or funds, affected by such increase in revenue, but no such transfer shall be made from fund to fund, or from item to item, which will result in the expenditure of any money for a purpose different from that for which the tax was levied; and

WHEREAS, the budget, as so revised, shall be spread in detail upon the minutes of said board of governing authorities. However, no such increase shall in any event be construed to authorize expenditures or to incur obligations which will result in a deficit in any fund, or funds; and

WHEREAS, 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, any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget; and

WHEREAS, separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, the Department of Administration recommends that the governing authorities approve and adopt the amendments to the Fiscal Year 2022-2023 budget category changes and the adjustments for the final closeout, as follows:

<u>Fund Account</u>	<u>DEBIT</u>	<u>CREDIT</u>
005.501.25.6452	\$120,000	
005.501.25.6451	\$55,000	
005.501.40.6451	\$2,500	
005.501.40.6453	\$500	
005.501.80.6451	\$3,586	
005.504.10.6451	\$10,000	
005.504.80.6831		\$190,286
005.504.11.6831		\$300
005.504.12.6831		\$400
005.504.30.6876		\$600
End of Year Closeout: TO COVER UTILITY BILLS AND OVERAGES		
005.504.10.6453	\$10,000	
005.504.53.6316		\$10,000
End of Year Closeout: TO COVER YEAR END UTILITY EXPENSES		
001.413.00.6213	\$38	
001.413.00.6318	\$1,044	
001.413.00.6473		\$1,082
End of Year Closeout: TO COVER OVERAGES		
001.442.40.6419	\$800,000	

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 27, 2023 10:00 A.M.**

1034

001.442.40.6139	\$800,000
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End of Year Closeout: TO PAY TYLER SETTLEMENT AND UNPAID INVOICES

	<u>DEBIT</u>	<u>CREDIT</u>
001.418.10.6451	\$25,000	
001.419.10.6451	\$52,778	
001.433.00.6451	\$31,000	
001.433.00.6452	\$85,233	
001.436.00.6451	\$10,000	
001.419.10.6211		\$200
001.419.10.6218		\$200
001.419.10.6240		\$540
001.419.10.6317		\$4,000
001.433.00.6111		\$27,550
001.433.00.6131		\$4,000
001.433.00.6133		\$9,600
001.433.00.6220		\$500
001.433.00.6299		\$300
001.433.00.6739		\$68,271
001.434.20.6111		\$6,000
001.434.20.6112		\$4,000
001.434.20.6133		\$1,000
001.434.20.6211		\$400
001.434.20.6218		\$1,600
001.434.20.6221		\$400
001.434.20.6240		\$450
001.434.20.6299		\$200
001.434.20.6311		\$500
001.434.20.6317		\$1,000
001.435.10.6111		\$4,500
001.435.60.6112		\$20,000
	<u>DEBIT</u>	<u>CREDIT</u>
001.435.60.6131		\$1,200
001.435.60.6136		\$700
001.436.00.6111		\$15,000
001.436.00.6133		\$2,000
001.436.00.6217		\$600

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 27, 2023 10:00 A.M.**

1035

001.436.00.6218	\$1,200
001.436.00.6299	\$3,700
001.436.00.6318	\$1,200
001.436.20.6299	\$5,000
001.491.00.6111	\$18,000
001.491.00.6317	\$200

End of Year Closeout: TO COVER UTILITY BILLS AND OVERAGES

001.441.20.6215	\$33,549
001.441.70.6451	\$29,751
001.441.40.6114	\$18,000
001.441.40.6133	\$16,000
001.441.60.6111	\$12,000
001.441.60.6114	\$10,000
001.441.20.6868	\$2,300
001.441.70.6876	\$5,000

End of Year Closeout: TO COVER UTILITY BILLS AND FUEL OVERAGES

004.904.00.6419	\$10,770
004.904.00.6242	\$5,100
004.904.00.6243	\$5,670

End of Year Closeout: TO COVER UNPAID INVOICES

	<u>DEBIT</u>	<u>CREDIT</u>
157.451.90.6824	\$3,825,297	
157.451.90.6822	\$149,496	
157.451.35.6760		\$3,974,793

End of Year Closeout: TO COVER OVERAGES

406.433.50.6240	\$920
406.433.50.6419	\$920

End of Year Closeout: TO COVER UNPAID INVOICES

001.415.10.6246	\$16,151
001.415.10.6421	\$16,151

End of Year Closeout: TO COVER ENCUMBRANCE

031.520.30.6619	\$125,118
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**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 27, 2023 10:00 A.M.**

1036

031.521.35.6111	\$125,118
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End of Year Closeout: TO COVER REPAYMENT OF LOAN

001.405.00.6111	\$4,000
001.405.00.6132	\$18,981
001.405.00.6452	\$6,000
001.406.10.6111	\$35,405
001.406.10.6131	\$1,000
001.406.10.6132	\$116,028
001.406.10.6133	\$26,317
001.406.10.6136	\$500
001.406.10.6452	\$7,000

DEBIT

CREDIT

001.443.10.6111	\$15,715	
001.443.10.6131	\$779	
001.443.10.6132	\$29,183	
001.443.10.6133	\$3,000	
001.443.10.6136	\$250	
001.443.10.6452	\$3,100	
001.411.20.6111		\$25,000
001.411.40.6419		\$92,258
001.415.10.6111		\$100,000
001.415.10.6114		\$50,000

End of Year Closeout: TO COVER OVERAGES AND UTILITY BILLS

001.493.00.6753	\$8,317	
001.493.00.6419		\$8,317

300.443.46.6451	\$3,000
300.443.46.6419	\$17
300.443.46.6132	\$5,300
300.5911	\$8,317

End of Year Closeout: TO COVER OVERAGES AND UTILITY BILLS

001.442.10.6619	\$201,500	
001.442.10.6847		\$201,500

End of Year Closeout: TO PAY FIRST PAYMENT TO HUNNINGTON BANK

001.5899	\$3,425,981
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**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 27, 2023 10:00 A.M.**

1037

001.461.10.6753		\$3,425,981
	<u>DEBIT</u>	<u>CREDIT</u>
031.522.30.6491	\$3,425,981	
031.5911		\$3,425,981

End of Year Closeout: TO FINISH OFF PAYMENTS TO VEOLIA

IT IS THEREFORE ORDERED that the Fiscal Year 2022-2023 budget be revised by categories as set forth above.

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

President Banks recognized **Sharon Thames, Deputy Director of Administration**, who provided a brief overview on said item.

President Banks recognized **Shanekia Jordan, Clerk of Council**, who recommended an amendment on said item to include “ **\$50,000.00 in account** 00144240 6855 and \$325,000.00 to account 00144240 6868”.

President Banks recognized **Council Member Lindsay** who moved; seconded by **Council Member Grizzell** to amend said order to reflect the changes as stated by **Shanekia Jordan, Clerk of Council**. 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 Order as amended.

ORDER REVISING MUNICIPAL BUDGET, FISCAL YEAR 2022-2023.

WHEREAS, the Department of Administration recommends that the governing authorities of the City of Jackson amend the Municipal Budget to address any and all deficits for fiscal year 2022-2023; and

WHEREAS, as set forth in Section 21-35-25 of the Mississippi Code Annotated, if it affirmatively appears at any time during the current fiscal year that actual collections and anticipated revenues from taxes or other sources, including grants or donations, will exceed the estimates, then the governing authorities may revise and increase the budget appropriation of such fund, or funds, affected by such increase in revenue, but no such transfer shall be made from fund to fund, or from item to item, which will result in the expenditure of any money for a purpose different from that for which the tax was levied; and

WHEREAS, the budget, as so revised, shall be spread in detail upon the minutes of said board of governing authorities. However, no such increase shall in any event be construed to authorize expenditures or to incur obligations which will result in a deficit in any fund, or funds; and

WHEREAS, 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, any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget; and

WHEREAS, separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, the Department of Administration recommends that the governing authorities approve and adopt the amendments to the Fiscal Year 2022-2023 budget category changes and the adjustments for the final closeout, as follows:

<u>Fund Account</u>	<u>DEBIT</u>	<u>CREDIT</u>
005.501.25.6452	\$120,000	
005.501.25.6451	\$55,000	
005.501.40.6451	\$2,500	
005.501.40.6453	\$500	
005.501.80.6451	\$3,586	
005.504.10.6451	\$10,000	
005.504.80.6831		\$190,286
005.504.11.6831		\$300
005.504.12.6831		\$400
005.504.30.6876		\$600
End of Year Closeout: TO COVER UTILITY BILLS AND OVERAGES		
005.504.10.6453	\$10,000	
005.504.53.6316		\$10,000
End of Year Closeout: TO COVER YEAR END UTILITY EXPENSES		
001.413.00.6213	\$38	
001.413.00.6318	\$1,044	
001.413.00.6473		\$1,082
End of Year Closeout: TO COVER OVERAGES		
001.442.40.6419	\$800,000	
001.442.40.6139		\$800,000
End of Year Closeout: TO PAY TYLER SETTLEMENT AND UNPAID INVOICES		
	<u>DEBIT</u>	<u>CREDIT</u>
001.418.10.6451	\$25,000	

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 27, 2023 10:00 A.M.**

1039

001.419.10.6451	\$52,778	
001.433.00.6451	\$31,000	
001.433.00.6452	\$85,233	
001.436.00.6451	\$10,000	
001.419.10.6211		\$200
001.419.10.6218		\$200
001.419.10.6240		\$540
001.419.10.6317		\$4,000
001.433.00.6111		\$27,550
001.433.00.6131		\$4,000
001.433.00.6133		\$9,600
001.433.00.6220		\$500
001.433.00.6299		\$300
001.433.00.6739		\$68,271
001.434.20.6111		\$6,000
001.434.20.6112		\$4,000
001.434.20.6133		\$1,000
001.434.20.6211		\$400
001.434.20.6218		\$1,600
001.434.20.6221		\$400
001.434.20.6240		\$450
001.434.20.6299		\$200
001.434.20.6311		\$500
001.434.20.6317		\$1,000
001.435.10.6111		\$4,500
001.435.60.6112		\$20,000
	<u>DEBIT</u>	<u>CREDIT</u>
001.435.60.6131		\$1,200
001.435.60.6136		\$700
001.436.00.6111		\$15,000
001.436.00.6133		\$2,000
001.436.00.6217		\$600
001.436.00.6218		\$1,200
001.436.00.6299		\$3,700
001.436.00.6318		\$1,200
001.436.20.6299		\$5,000
001.491.00.6111		\$18,000
001.491.00.6317		\$200

End of Year Closeout: TO COVER UTILITY BILLS AND OVERAGES

001.441.20.6215	\$33,549	
001.441.70.6451	\$29,751	
001.441.40.6114		\$18,000
001.441.40.6133		\$16,000
001.441.60.6111		\$12,000
001.441.60.6114		\$10,000
001.441.20.6868		\$2,300
001.441.70.6876		\$5,000

End of Year Closeout: TO COVER UTILITY BILLS AND FUEL OVERAGES

004.904.00.6419	\$10,770	
004.904.00.6242		\$5,100
004.904.00.6243		\$5,670

End of Year Closeout: TO COVER UNPAID INVOICES

	<u>DEBIT</u>	<u>CREDIT</u>
157.451.90.6824	\$3,825,297	
157.451.90.6822	\$149,496	
157.451.35.6760		\$3,974,793

End of Year Closeout: TO COVER OVERAGES

406.433.50.6240	\$920	
406.433.50.6419		\$920

End of Year Closeout: TO COVER UNPAID INVOICES

001.415.10.6246	\$16,151	
001.415.10.6421		\$16,151

End of Year Closeout: TO COVER ENCUMBRANCE

031.520.30.6619	\$125,118	
031.521.35.6111		\$125,118

End of Year Closeout: TO COVER REPAYMENT OF LOAN

001.405.00.6111	\$4,000	
001.405.00.6132	\$18,981	
001.405.00.6452	\$6,000	
001.406.10.6111	\$35,405	

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 27, 2023 10:00 A.M.**

1041

001.406.10.6131	\$1,000	
001.406.10.6132	\$116,028	
001.406.10.6133	\$26,317	
001.406.10.6136	\$500	
001.406.10.6452	\$7,000	
	<u>DEBIT</u>	<u>CREDIT</u>
001.443.10.6111	\$15,715	
001.443.10.6131	\$779	
001.443.10.6132	\$29,183	
001.443.10.6133	\$3,000	
001.443.10.6136	\$250	
001.443.10.6452	\$3,100	
001.411.20.6111		\$25,000
001.411.40.6419		\$92,258
001.415.10.6111		\$100,000
001.415.10.6114		\$50,000
End of Year Closeout: TO COVER OVERAGES AND UTILITY BILLS		
001.493.00.6753	\$8,317	
001.493.00.6419		\$8,317
300.443.46.6451	\$3,000	
300.443.46.6419	\$17	
300.443.46.6132	\$5,300	
300.5911		\$8,317
End of Year Closeout: TO COVER OVERAGES AND UTILITY BILLS		
001.442.10.6619	\$201,500	
001.442.10.6847		\$201,500
End of Year Closeout: TO PAY FIRST PAYMENT TO HUNNINGTON BANK		
001.5899	\$3,425,981	
001.461.10.6753		\$3,425,981
	<u>DEBIT</u>	<u>CREDIT</u>
031.522.30.6491	\$3,425,981	
031.5911		\$3,425,981
End of Year Closeout: TO FINISH OFF PAYMENTS TO VEOLIA		

IT IS THEREFORE ORDERED, that the Fiscal Year 2022-2023 budget be revised by categories as set forth above.

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

**SPECIAL MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 27, 2023 10:00 A.M.**

1042

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay
Nays – None.
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 Council Meeting at 10:00 a.m. on October 10, 2023. At 10:49 a.m., the Council stood adjourned.

PREPARED BY:

APPROVED:

CLERK OF COUNCIL

_____, _____
COUNCIL PRESIDENT DATE

MAYOR

ATTEST:

CITY CLERK

* * * * *

Introduction Of Ordinances

1 1

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI PROHIBITING
THE PHYSICAL FOLLOWING OF JACKSON POLICE OFFICERS (OR THOSE WHO
ENFORCE LAW IN THE CITY OF JACKSON)**

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Ordinance; and

WHEREAS, the recruitment, training and retention of law enforcement officers is a difficult acquisition; and

WHEREAS, just as the injustices committed against citizens by police, those who serve in the capacity of enforcing the law are endangered by the circumstances of the times; and

WHEREAS, the random act of physically following police officers imposes extra danger and a credible threat while at the same time possibly interfering with their enforcement of the law; and

WHEREAS, the MS Code Annotated 97-3-107(1) states that any person who purposefully engages in a course of conduct directed at a specific person, or who makes a credible threat and who knows or should know that the conduct would cause a reasonable person to fear for his or her own safety, to fear for the safety of another person, or to fear damage or destruction of his or her property is guilty of "stalking".

WHEREAS, it is in the best interest of the citizens of the City of Jackson that an Ordinance be established, and our police officers' rights are guaranteed by the United States Constitution.

WHEREAS, those who commit careless, physical, and intentional following of police officers shall be punishable by a fine up to 500.00 and/or up to six months in jail; and

NOW, BE IT ORDAINED, that the Jackson City Council prohibits the physical following of Jackson Police officers in the attempt to intimidate or commit bodily harm.

SO ORDAINED, this the _____ day of October, 2023.

AGENDA ITEM # 11
AGENDA DATE: OCTOBER 10, 2023
BY: STOKES

Adoption Of Ordinances

12

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

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

WHEREAS, LaRita Cooper Stokes was the first black female County Court Judge to be elected in Hinds County, Jackson, Mississippi; and

WHEREAS, Cooper-Stokes represented District 2 in the county court, she was also a former member of the Jackson City Council, serving Ward 3 representative from 2012 to 2014; and

WHEREAS, Cooper-Stokes was a licensed attorney for almost 38 years, was a graduate from Thurgood Marshall School of Law at Texas Southern University. She was a longstanding public servant within Hinds County and the City of Jackson.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSON, STATE OF MISSISSIPPI, hereby honorary renames Reverend Dr. Martin Luther King Jr. Drive, from Woodrow Wilson Avenue to Maple Street to Judge LaRita Cooper Stokes Drive.

Agenda Item No. 12
October 10, 2023
(STOKES)

Regular Agenda

Claims

Payroll

15

ORDER AMENDING ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT EXECUTION, MENTOR COMPENSATION, WORKSHOP PRESENTER COMPENSATION, AND FUNDS TRANSFER FILM JXN YOUTH SUMMER CAMP

WHEREAS, the City Council previously approved the Order authorizing the Mayor to execute all documents related to the Film JXN Youth Summer Camp on August 15, 2023; and

WHEREAS, it was discovered by the Municipal Clerk after approval that the Order failed to include a statement including "IT IS HEREBY ORDERED" and therefore the original Order is in need of an amendment; and

WHEREAS, up to seven workshop presenters were 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 authorizing payment to industry professionals: The Chosen Entertainment & Media, Blue Light Underground Ensemble, Howard McGlothin, Bumble Bee Planning, Thomas Audio Services and Sweet Unknown South for providing workshops and support on and with various aspects of film and television production; and

WHEREAS, the proposed film industry professional agreements became 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

IT IS HEREBY ORDERED that the Mayor is authorized to execute and submit payment for agreements with The Chosen Entertainment & Media, Blue Light Underground Ensemble, Howard McGlothin, Bumble Bee Planning, Thomas Audio Services and Sweet Unknown South in an amount not to exceed Two Hundred Dollars (\$200.00) per workshop, up to a maximum of seven workshops totaling One Thousand Four Hundred and No Cents (\$1,400.00) for the Film JXN Youth Summer Camp.

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT EXECUTION, MENTOR COMPENSATION, WORKSHOP PRESENTER COMPENSATION, AND FUNDS TRANSFER FILM JXN YOUTH SUMMER CAMP** is legally sufficient for placement in NOVUS Agenda.


/S/ Catoria Martin, City Attorney

October 4, 2023
Date

16

ORDER RE-APPOINTING JOHN MILLER TO THE JACKSON CONVENTION AND VISITORS BUREAU AS MEMBER AT-LARGE

WHEREAS, during the 2019 Mississippi Legislative Session, local and private legislation, namely House Bill 1706, was signed into law, which allows for the reconstitution of the Jackson Convention and Visitors Bureau; and

WHEREAS, the term of John Miller expired on July 1, 2023; and

WHEREAS, thereafter the bureau shall consist of nine (9) members, who shall be appointed, qualify and take office within ninety (90) days after July 1, 2019, and the appointments to the bureau and, if applicable, the initial terms of the appointments made on or after July 1, 2019, shall be as follows: (a) the two (2) hotel/motel members representing hotel or motel properties located within the city limits of Jackson, Mississippi, who are members of the Capital Center Convention Center Commission; (b) the two (2) restaurant members appointed who are members of the Capital Center Convention Center Commission; (c) one (1) member representing the business community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Jackson Chamber of Commerce the Jackson Convention and Visitors Bureau consist of nine (9) members, for a term of five (5) years; (d) One (1) member representing the arts community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years; (e) One (1) member representing the education community appointed by the mayor with confirmation by the council for a term of four (4) years; (f) One (1) member representing the attractions industry in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be residents of the City of Jackson appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Metro Jackson Attractions Association; (g) One (1) at-large member appointed by the mayor with confirmation by the council for a term of four (4) years; and

WHEREAS, John Miller, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy on the bureau as the arts community representative.

IT IS THEREFORE ORDERED that the Mayor's nomination of John Miller to the Jackson Convention and Visitors Bureau be confirmed with said term to expire July 1, 2027.

Agenda Item # 16
October 10, 2023
Lumumba

JOHN TIERRE BIOGRAPHY

John Tierre Miller (born in Omaha, Nebraska) moved to Jackson, MS from Houston, Texas in 1995 to attend Jackson State University on a tennis scholarship. The three-time SWAC champion majored in Business Administration. After graduating with a bachelor's degree in 1999 he attended Southern University for graduate school and began his first business venture, a T-shirt printing company called Block Wear.

The overwhelming success of Block Wear encouraged him to pursue additional business ventures. In 2006 he opened both a barber shop and beauty salon. He also earned his stripes in the music business working as both a promoter and producer of local artists. Those businesses were closely followed by his first counter-service restaurant, Norma Ruth's, on Highway 80. Norma Ruth's was quickly embraced by the surrounding community. Its success inspired Tierre to continue pushing the culinary envelope in his adopted hometown of Jackson, MS— but he soon realized that a full-service restaurant was necessary to achieve his dreams. Consequently, Tierre was led to the building on Farish Street that once housed the Crystal Palace to create Johnny T'S.

Johnny T's Bistro & Bar, located in Downtown Jackson, MS draws tourists from all over the world to the historic Farish Street District. John Tierre is a renaissance man and tireless entrepreneur in the purest sense of the word. He is a true visionary always searching for ways to improve himself and to help move the City of Jackson forward.

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

This **ORDER RE-APPOINTING JOHN MILLER TO THE JACKSON CONVENTION AND VISITORS BUREAU AS MEMBER AT-LARGE** is legally sufficient for placement in NOVUS Agenda.



/S/Catoria Martin, City Attorney

October 4, 2023

Date

17

ORDER RE-APPOINTING CAROL BURGER TO THE JACKSON CONVENTION AND VISITORS BUREAU AS BUSINESS COMMUNITY REPRESENTATIVE

WHEREAS, during the 2019 Mississippi Legislative Session, local and private legislation, namely House Bill 1706, was signed into law, which allows for the reconstitution of the Jackson Convention and Visitors Bureau; and

WHEREAS, the terms of the current term of Carol Burger expired on July 1, 2023; and

WHEREAS, thereafter the bureau shall consist of nine (9) members, who shall be appointed, qualify and take office within ninety (90) days after July 1, 2019, and the appointments to the bureau and, if applicable, the initial terms of the appointments made on or after July 1, 2019, shall be as follows: (a) the two (2) hotel/motel members representing hotel or motel properties located within the city limits of Jackson, Mississippi, who are members of the Capital Center Convention Center Commission; (b) the two (2) restaurant members appointed who are members of the Capital Center Convention Center Commission; (c) one (1) member representing the business community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Jackson Chamber of Commerce the Jackson Convention and Visitors Bureau consist of nine (9) members, for a term of five (5) years; (d) One (1) member representing the arts community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years; (e) One (1) member representing the education community appointed by the mayor with confirmation by the council for a term of four (4) years; (f) One (1) member representing the attractions industry in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be residents of the City of Jackson appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Metro Jackson Attractions Association; (g) One (1) at-large member appointed by the mayor with confirmation by the council for a term of four (4) years; and

WHEREAS, Carol Burger, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy on the bureau as the arts community representative.

IT IS THEREFORE ORDERED that the Mayor's re-appointment of Carol Burger to the Jackson Convention and Visitors Bureau be confirmed with said term to expire July 1, 2027.

CAROL JOHNSON BURGER

EXPERIENCE

- Retired, President/CEO, United Way of the Capital Area (34 years);
- Former teacher, business owner and social service administrator;
- Resident of the City of the Jackson since 1975;
- **Board Membership:** Secretary, Visit Jackson Board; Vice Chair, Refill Jackson Initiative (Refill Cafe); Boys and Girls Club of Central MS Board; Arts Council —Boards: Past Chair, St. Dominic Health Services Advisory Board; Springboard to Opportunities Board; United Way Worldwide Retiree Association and Mission Mississippi Board:
 - Past Board Membership - Chamber of Commerce: Junior League of Jackson Community Advisory Committee; Chair, Leadership Jackson Alumni; Chair of Youth Leadership Jackson; Mississippi Alliance of Grantmakers; Millsaps College Council on Ministry; Chair, United Way Worldwide Regional Association; Chair, United Way CPO Minority Alliance; United Way Worldwide Professional Council; and United Way International's Ambassador to South Africa.
- **Memberships:** Past Chair and founding member, MS Chapter of the International Women Forum; Past Chair and founding member, National Coalition of 100 Black Women, Mississippi Chapter; Delta Sigma Theta Sorority and Anderson United Methodist Church.
- **Awards/Honors:** Jackson 2000 Friendship Award; Mississippi Business Journal " One of Mississippi Top CEOs" ; Mississippi Business Journal " 50 Leading Business Women" Our Mississippi "One of Mississippi's Most Influential African American" Award; Boys and Girls Club "Commitment to Community Service" Award; United Way Worldwide Distinguished Leadership Award; National Coalition 100 Black Women, Mississippi Chapter, Legacy Builder Award; Girls Scouts of Mississippi Women of Distinction Award; and the Greater Jackson Chamber Partnership "Pat Yarborough" Award.

EDUCATION

Tougaloo College and University of Missouri.

FAMILY

One son, Marcus Burger and two grandchildren Nicholas and Logan.

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OFFICE OF THE CITY ATTORNEY

This **ORDER RE-APPOINTING CAROL BURGER TO THE JACKSON CONVENTION AND VISITORS BUREAU AS BUSINESS COMMUNITY REPRESENTATIVE** is legally sufficient for placement in NOVUS Agenda.


/S/Catoria Martin, City Attorney

October 4, 2023
Date

18

ORDER CONFIRMING THE MAYOR'S NOMINATION OF PATRICK HOUSE TO THE JACKSON CONVENTION AND VISITORS BUREAU.

WHEREAS, the Jackson Convention and Visitors Bureau consist of nine (9) members, for a term of five (5) years; and

WHEREAS, Lewis Formby ended his appointment; thereby creating a vacancy; and

WHEREAS, Patrick House, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy by serving the remainder of the term.

IT IS THEREFORE ORDERED that the Mayor's nomination of Patrick House to the Jackson Convention and Visitors Bureau be confirmed with said term to expire July 1, 2026.

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OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S NOMINATION OF PATRICK HOUSE TO THE JACKSON CONVENTION AND VISITORS BUREAU** is legally sufficient for placement in NOVUS Agenda.


/S/Catoria Martin, *City Attorney*

October 4, 2023
Date

OFFICE OF THE CITY ATTORNEY

THE WESTIN

JACKSON

The Westin Jackson is proud to announce the promotion of Patrick House from Director of Sales to Hotel Manager. Patrick House joined The Westin Jackson Team as Director of Sales and Marketing in February April 2021, having previously served as Director of Resort Sales at Pearl River Resort, overseeing the hotel a 50% revenue increase in one year.

During his time as Director of Sales at The Westin Jackson, Patrick was responsible for all sales and marketing efforts in the hotel rooms and meeting space. He led the sales team to surpassing the budgeted revenue by over \$780,000. He also negotiated multi-year contracts for the hotel resulting in over six million dollars in revenue.

He is an integral part of The Westin Jackson, leading the sales team and hotel team in a positive way with 15 years of experience within the hospitality industry.

Patrick is often recognized from his win on Season 10 of NBC's top-rated reality television show "The Biggest Loser". After winning, he established "Changing History Promotions", which provides motivational speaking opportunities to corporations, associations, and private entities. He has worked with the state of Mississippi to raise awareness of childhood obesity and developed a school-based wellness program, promoting positive social interaction and a healthy lifestyle.



Patrick was born and raised in Brandon and graduated from Brandon High School. He went on to play football and graduate from Delta State University in Cleveland, MS with a Bachelor's Degree in Business Administration with concentration in Business Management and Marketing. In his free time, Patrick can be found on the golf course or spending time with his wife, Katie, and children Colton 17, Caden 15 and Keslyn 4.

###

About The Westin Jackson

The Westin Jackson opened in August 2017 and offers 203 luxuriously appointed guest rooms and suites with over 12,000 square feet of highly functional meeting space. Featuring a southern-inspired restaurant and state-of-the-art spa, The Westin Jackson celebrates the history and culture of Jackson, MS, also known as the birthplace of America's music. Marking the brand's debut in the state, The Westin Jackson is ideally located in the heart of downtown Jackson and within walking distance to the Mississippi Museum of Art, the Federal Courthouse, the Planetarium and the historic music and arts theatre, Thalia Mara Hall. Also within one block from the hotel, the Jackson Convention Complex features over 300,000 square feet of flexible meeting and exhibit space for convention attendees.

About Wischermann Partners

Wischermann Partners, Inc. is an international hospitality firm, focused on the operations of upper upscale and luxury hotels. Recognized by clients, peers and industry experts, Wischermann Partners brings a unique mix of knowledge, experience and insight to hospitality management, development and acquisitions. For more information about Wischermann Partners, please visit www.wischermannpartners.com.

19

ORDER CONFIRMING THE MAYOR'S NOMINATION OF MENDE MALOUF TO THE JACKSON CONVENTION AND VISITORS BUREAU.

WHEREAS, the Jackson Convention and Visitors Bureau consist of nine (9) members, for a term of five (5) years; and

WHEREAS, a term expired on July 1, 2023; thereby creating a vacancy; and

WHEREAS, Mende Malouf, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

IT IS THEREFORE ORDERED that the Mayor's nomination of Mende Malouf to the Jackson Convention and Visitors Bureau be confirmed with said term to expire July 1, 2027.

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OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE MAYOR'S NOMINATION OF MENDE MALOUF TO THE JACKSON CONVENTION AND VISITORS BUREAU** is legally sufficient for placement in NOVUS Agenda.


/S/Catoria Martin, City Attorney

October 4, 2023
Date

OFFICE OF THE CITY ATTORNEY

P

MENDE MALOUF

Jackson native, Mende Malouf Alford is a 4th generation Mississippian with strong ties to her hometown of Jackson, Mississippi, where she was born and still resides. She graduated from Jackson Prep High school in 1991 and in 1995 obtained a Bachelor of Arts in Sociology from the University of Mississippi. After a brief stint in Boston, Massachusetts where she spent her days working in a traditional office setting, Mende returned home to join the family business, The Old Capitol Inn.

Currently, she operates as the general manager of the well known Jackson boutique hotel. She earned this title by serving in every role from greeting guests to cleaning rooms. Because of her leadership and dedication to excellence, the Old Capitol Inn has been acknowledged for its service and atmosphere numerous times by local and national print media such as Northside Sun, Portico, Mississippi Magazine and Southern Living.

Mende is very involved in the restoration of the downtown Jackson area and has served on numerous boards and committees such as: Downtown Jackson Partners, Jackson Chamber of Commerce, Red White and Jackson and Team Jackson. In addition to these roles, she has also served on the board of the American Lung Association, the Bed and Breakfast association and the board of Executive Women International.

Because of her outstanding commitment and love for her hometown she has been selected for such honors as Leadership Mississippi and in 2013 was named Mississippi Business Journal "Businesswoman of the Year".

Mende is the mother of three very active girls, Truus (11), Hala(10) and Riena (7). She is an involved member of St. Richard's Catholic School where she participates in many activities with her three daughters serving as a homeroom mom that includes parties, field trips and attending Wednesday Church services. In addition she has worked on the fundraising committee to help support the school's many activities. Mende is passionate about her family and business and understands the importance of giving back to the Jackson metropolitan area!

20

**ORDER AUTHORIZING THE MAYOR TO REAPPOINTING ENRIKA TO THE
CAPITAL CITY CONVENTION CENTER COMMISSION**

WHEREAS, the Capital City Convention Center Commission (“Commission”) consists of nine (9) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, Enrika Williams, after evaluation of her qualifications, has been reappointed by the Mayor.

IT IS THEREFORE ORDERED that the Mayor’s reappointment of Enrika Williams to the Capital City Convention Center Commission is hereby confirmed with said term to expire on July 1, 2028.

(LUMUMBA)

Agenda Item # 20
October 10, 2023
Lumumba

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO REAPPOINTING ENRIKA TO THE CAPITAL CITY CONVENTION CENTER COMMISSION is legally sufficient for placement in NOVUS Agenda.

CPM
/S/Catoria Martin, City Attorney

October 4, 2023
Date

Bio for Chef Enrika Williams

Visit Jackson & Jackson Convention Center Commission – Board(s) of Directors

Chef Enrika Williams is a Mississippi-born and raised chef-owner of Fauna Foodworks. Fauna Foodworks was formally a dining concept in Cultivation Food Hall in Jackson, MS, but has since refocused as an abstract, re-imagined culinary food lab which produces thoughtful, ingredient-driven, bohemian chic cuisine.

Chef Williams has had the unique experience of working with some of her greatest inspirations and mentors and living in different parts of the country, meeting countless people and ideas... Fauna Foodworks was born. Fauna Foodworks is not only creatively sensitive but socially, radically vested, and expressive in changing the conversations and expanding the culinary landscape through our catering, dinner series, popups, and our curated menus/foodstuffs and ideas.

Chef Enrika currently resides in Jackson, MS where she is practicing social distancing by grounding herself in planting her garden, perfecting her hula hoop game and continuing her endless pursuit of a delicious and satisfying life through food, art and expression.

21

ORDER REAPPOINTING ENRIKA WILLIAMS TO THE JACKSON CONVENTION AND VISITORS BUREAU AS RESTAURANT AND HOSPITALITY ASSOCIATION REPRESENTATIVE.

WHEREAS, during the 2021 Mississippi Legislative Session, local and private legislation, namely House Bill 1706, was signed into law, which allows for the reconstitution of the Jackson Convention and Visitors Bureau; and

WHEREAS, the terms of the current members of the Jackson Convention and Visitors Bureau expired on July 1, 2021; and

WHEREAS, thereafter the bureau shall consist of nine (9) members, who shall be appointed, qualify and take office within ninety (90) days after July 1, 2019, and the appointments to the bureau and, if applicable, the initial terms of the appointments made on or after July 1, 2019, shall be as follows: (a) the two (2) hotel/motel members representing hotel or motel properties located within the city limits of Jackson, Mississippi, who are members of the Capital Center Convention Center Commission; (b) the two (2) restaurant members appointed who are members of the Capital Center Convention Center Commission; (c) one (1) member representing the business community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Jackson Chamber of Commerce the Jackson Convention and Visitors Bureau consist of nine (9) members, for a term of five (5) years; (d) One (1) member representing the arts community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years; (e) One (1) member representing the education community appointed by the mayor with confirmation by the council for a term of four (4) years; (f) One (1) member representing the attractions industry in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be residents of the City of Jackson appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Metro Jackson Attractions Association; (g) One (1) at-large member appointed by the mayor with confirmation by the council for a term of four (4) years; and

WHEREAS, Enrika Williams, after evaluation of her qualifications, has been recommended by the Mayor to continue serving on the bureau as a Restaurant and Hospitality Association Representative.

IT IS, THEREFORE, ORDERED that the Mayor's reappointment of Enrika Williams to the Jackson Convention and Visitors Bureau be confirmed with said term to expire July 1, 2027.

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OFFICE OF THE CITY ATTORNEY

This **ORDER REAPPOINTING ENRIKA WILLIAMS TO THE JACKSON CONVENTION AND VISITORS BUREAU AS RESTAURANT AND HOSPITALITY ASSOCIATION REPRESENTATIVE** is legally sufficient for placement in NOVUS Agenda.


/S/Catoria Martin, City Attorney

October 4, 2023
Date

22

ORDER AUTHORIZING THE MAYOR AND MUNICIPAL OFFICIALS TO EXECUTE THE 2023 MUNICIPAL COMPLIANCE QUESTIONNAIRE REQUIRED BY THE OFFICE OF THE STATE AUDITOR FOR THE STATE OF MISSISSIPPI.

OFFICE OF THE ATTORNEY GENERAL
10/10/23

WHEREAS, as part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal questionnaire was developed for this purpose; and

WHEREAS, a questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting; and

WHEREAS, the governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost; and

WHEREAS, an auditor should also review the municipal compliance questionnaire to determine if the municipal officials' responses agree with the audit results; and

WHEREAS, the Department of Administration recommends that the Mayor and Municipal Officials be authorized to execute the Municipal Compliance Questionnaire for the 2023 Municipal Audit.

IT IS, THEREFORE, ORDERED that the Municipal Compliance Questionnaire for the 2023 City Audit is approved by the Jackson City Council and that the Mayor and municipal officials are authorized to execute said questionnaire and the City Clerk shall enter minute book references when the questionnaire is accepted by the council.

Agenda Item: 22
Date: 10/10/2023
By: Malembeka, Lumumba



M E M O R A N D U M

Department of Administration

To: Mayor Chokwe A. Lumumba
Members of the Jackson City Council

From: Sharon Thames, Deputy Director

Date: October 3, 2023

Re: Municipal Compliance Questionnaire-FY 2023

As part of the City's fiscal year end audit, the City must make certain assertions with regard to legal compliance. The Municipal Compliance Questionnaire was developed for that purpose.

The City must complete the Municipal Compliance Questionnaire at the end of each fiscal year. The questionnaire must be entered into the official minutes of the governing authorities.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 3, 2023

DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	Approve Municipal Compliance Questionnaire								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in Government								
3.	Who will be affected	All citizens of Jackson								
4.	Benefits	Comply with State Auditor's request								
5.	Schedule (beginning date)	Upon Approval by City Council								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide								
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: ▪ City Department ▪ Consultant	Department of Administration								
8.	COST	N/A								
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other	N/A								
10.	EBO participation	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u> X </u>

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY
10/3/23
15

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR AND MUNICIPAL OFFICIALS TO EXECUTE THE 2023 MUNICIPAL COMPLIANCE QUESTIONNAIRE REQUIRED BY THE OFFICE OF THE STATE AUDITOR FOR THE STATE OF MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Carrie Johnson, Senior Deputy City Attorney

Kristie Metcalfe, Deputy City Attorney



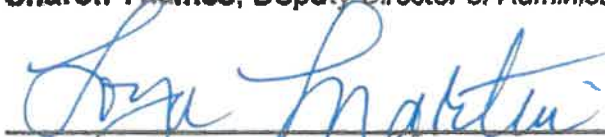
10/3/23

Date

**APPROVAL OF
MUNICIPAL COMPLIANCE QUESTIONNAIRE
SEPTEMBER 30, 2023**



Sharon Thames, Deputy Director of Administration



Toya Martin, Human Resource Director



Robert Lee, Interim Public Works Director



MacDarrell Poullard, Risk Manager



Angela Harris, Municipal Clerk

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

City of Jackson, MS P.O. Box 17, Jackson, MS 39205

2. List the date and population of the latest official U.S. Census or most recent official census:

Based on 2020 Census, Population 153,701

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

SEE ATTACHED

4. Period of time covered by this questionnaire:

From: **10-1-2022**

To: **9-30-2023**

5. Expiration date of current elected officials' term: **JUNE 30, 2025**

MUNICIPAL COMPLIANCE QUESTIONNAIRE

Year Ended September 30, 2023

Answer All Questions: Y - YES, N - NO, N/A - NON-APPLICABLE

Part I - General

- | | |
|---|----------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | <u>Y</u> |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | <u>Y</u> |
| 3. Are municipal records open to the public? | <u>Y</u> |
| 4. Are meetings of the board open to the public? (Section 25-41-5) | <u>Y</u> |
| 5. Are notices of special or recess meetings posted? (Section 25-41-13) | <u>Y</u> |
| 6. Are all required personnel covered by appropriate surety bonds? | |
| * Board or council members (Section 21-17-5) | <u>Y</u> |
| * Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | |
| *Municipal clerk (Section 21-15-38) | <u>Y</u> |
| *Deputy Clerk (Section 21-15-23) | <u>Y</u> |
| *Chief of police (Section 21-21-1) | <u>Y</u> |
| *Deputy police (Section 45-5-9) (if hired under this law) | <u>Y</u> |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-1519) | <u>Y</u> |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) | <u>Y</u> |
| 9. Has the municipality complied with the nepotism law in it employment practices? (Section 25-1-53) | <u>Y</u> |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | <u>Y</u> |

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Sections 21-35-31 or 21-17-19) Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y

6. Has the municipality adopted and entered on it minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-15, 21-35-7, and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) ___Y___
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) ___Y___
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) ___Y___
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) ___Y___
16. Are donations restricted to those specifically authorized by law? (Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.) ___Y___
17. Are fixed assets properly tagged and accounted for? Section II - Municipal Audit and Accounting Guide) ___Y___
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? ___Y___
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) ___Y___

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] ___Y___
2. Are all lowest and best bids decisions properly documented? [Section 31-7-13(d)] ___Y___
3. Are all one-source item and emergency purchases documents on the board's minutes? [Section 31-7-13(m) and (k)] ___Y___
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) ___Y___

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) ___Y___
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) ___Y___
3. Have the required trust funds been established for utility revenue bonds? (Sections 21-27-65) ___Y___
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) ___Y___
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) ___Y___

PART V - Taxes and Other receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) ___Y___
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) ___Y___
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) ___Y___
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) ___Y___
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) ___Y___
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) ___Y___
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) ___Y___
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) ___Y___
9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Section 83-1-37 and 83-1-39) ___Y___

- 10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) __Y__

- 11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) __Y__

- 12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) __Y__

- 13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) __Y__

- 14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) __Y__

- 15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) __Y__

Certification to Municipal Compliance
Questionnaire Year Ended September 30, 2023

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Jackson , and, to the best of our knowledge and belief, all responses are accurate.

Angela Harris, Municipal Clerk

Chokwe A. Lumumba, Mayor

Date

Date

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

MML MEMBER CONTACT INFORMATION

MAYOR	CHOKWE A. LUMUMBA	601-960-1084	calumumba@city.jackson.ms.us
CITY COUNCIL, WARD 1	ASHBY FOOTE	601-960-2051	afoote@city.jackson.ms.us
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CITY COUNCIL, WARD 3	KENNETH STOKES	601-960-1090	kstokes@city.jackson.ms.us
CITY COUNCIL, WARD 4	BRIAN GRIZZELL	601-960-2052	bgrizzell@jacksonms.gov
CITY COUNCIL, WARD 5	VERNON HARTLEY	601-960-1092	vhartley@city.jackson.ms.us
CITY COUNCIL, WARD 6,	AARON BANKS	601-960-1089	abanks@city.jackson.ms.us
CITY COUNCIL, WARD 7, PRESIDENT	VIRGI LINDSAY	601-960-1063	vlindsay@city.jackson.ms.us
CHIEF OF STAFF	SAFIYA OMARI	601-960-1084	somari@city.jackson.ms.us
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CHIEF, JACKSON FIRE DEPARTMENT	WILLIE OWENS	601-960-1392	wowens@city.jackson.ms.us
CITY ATTORNEY	CATORIA MARTIN	601-960-1799	cmartin@city.jackson.ms.us
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MUNICIPAL CLERK	ANGELA HARRIS	601-960-1137	aharris@city.jackson.ms.us
CLERK OF THE COUNCIL	SHANEKIA MOSLEY	601-960-2322	shanekiam@city.jackson.ms.us
COURT ADMINISTRATOR	CHIQUITA JIMERSON	601-960-2062	cjimerson@city.jackson.ms.us
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DIRECTOR, HUMAN RESOURCES	TOYA MARTIN	601-960-1327	wiscott@city.jackson.ms.us
INTERIM DIRECTOR, PARKS & RECREATION	STEVE HUTTON	601-960-0716	shutton@city.jackson.ms.us
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DIRECTOR, INFORMATION TECHNOLOGY	MURIEL REID	601-960-1395	mreid@jackson.ms.us
EXECUTIVE ASSISTANT TO THE MAYOR	TIFFANY MURRAY	601-960-6433	tmurray@jacksonms.gov
JUDGE, MUNICIPAL COURT	KEVIN BASS	601-960-0947	bass@city.jackson.ms.us
JUDGE, MUNICIPAL COURT	HENRY C. CLAY, III	601-960-0947	hclay@city.jackson.ms.us
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JUDGE, MUNICIPAL COURT	JUNE HARDWICK	601-960-0947	jhardwick@city.jackson.ms.us
JUDGE, MUNICIPAL COURT	LILLI EVANS BASS	601-960-0947	lbass@city.jackson.ms.us

CITY OF JACKSON

MML MEMBER STAFF INFORMATION

JUDGE, MUNICIPAL COURT
MANAGER, ACTION LINE / 311
MANAGER, CONSTITUENT SERVICES
MANAGER, FINANCE
CITY ENGINEER
RISK MANAGEMENT
ZONING ADMINISTRATOR

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ROBERT LEE	601-960-1651	cwilliams@city.jackson.ms.us
MACDARRELL POUILLARD	601-960-1048	macdouluard@city.jackson.ms.us
ESTER AINSWORTH	601-960-2365	eainsworth@city.jackson.ms.us

23

ORDER AUTHORIZING PAYMENT OF \$61,880.40 TO THE MISSISSIPPI MUNICIPAL LEAGUE FOR THE DEPARTMENT OF ADMINISTRATION ANNUAL MEMBERSHIP DUES FOR 2023-2024.

WHEREAS, The Mississippi Municipal League is the Official Non-Profit private organization of Cities and Towns of Mississippi that represents municipalities with public and private entities; and

WHEREAS, The MML is a source for voluntary group of Mississippi cities and towns that lobbies the state and federal legislatures, provides education for municipal elected officials, provides technical support, legislative advocacy, optional benefits programs, training and educational opportunities, and multiple publications; and

WHEREAS, full members are Municipal elected officials who serve a legislative government body in an administrative capacity with management responsibilities and whose duties include custody of the official seal and execution of official documents, elections, financial management, general management, human resources management, management of Bylaws, Articles of Incorporation, ordinances, or other legal instruments, meeting administration, and records management; and

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 HEREBY ORDERED that the governing authorities for the City of Jackson determine that MML professional association dues are reasonable and necessary to the performance of the elected officials and the membership accrue to the benefit of the municipality and that payment of \$61,880.40 be made from the General Fund to the Mississippi Municipal League for 2023-2024 annual membership dues.

Agenda Item # 23
October 10, 2023
Malembeka, Lumumba



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

TO: Mayor Chokwe A. Lumumba

FROM: Sharon Thames, Deputy Director 

DATE: September 15, 2023

RE: MISSISSIPPI MUNICIPAL LEAGUE ANNUAL MEMBERSHIP

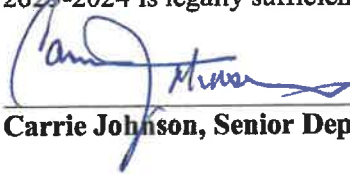
Order authorizing the payment for annual Membership dues to Mississippi Municipal League.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING PAYMENT OF \$61,880.40 TO THE MISSISSIPPI MUNICIPAL LEAGUE FOR THE DEPARTMENT OF ADMINISTRATION ANNUAL MEMBERSHIP DUES FOR 2023-2024 is legally sufficient for placement in the NOVUS Agenda system.



Carrie Johnson, Senior Deputy City Attorney

10/4/23
Date

MISSISSIPPI MUNICIPAL LEAGUE

600 E Amite Street
Suite 104
Jackson, MS 39201

Invoice

DATE 10/2/2023
INVOICE # 37166

City of Jackson
Attn: City Clerk
P.O. Box 17
Jackson, MS 39205-0017



DUE DATE

10/2/2023

DESCRIPTION	QTY	RATE	AMOUNT
October 1, 2023 - Sept 30, 2024 MML Membership Dues		61,880.40	61,880.40
		Total	\$61,880.40
		Payments/Credits	\$0.00
		Balance Due	\$61,880.40

you have any questions concerning this invoice please contact our office at 800-325-7641 or 601-353-5854

24

ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF POLICE CHIEF FROM RANGE 38 TO RANGE 50; ASSISTANT POLICE CHIEF FROM RANGE 102 TO RANGE 43; DEPUTY POLICE CHIEF FROM RANGE 101 TO 38; IDENTIFICATION TECHNICIAN FROM RANGE 16 TO 21; PERSONNEL REPRESENTATIVE FROM RANGE 19 TO 23; POLICE RECORDS MANAGER FROM RANGE 24 TO 28; POLICE RECORDS TECHNICIAN FROM RANGE 12 TO 19; ANIMAL CONTROL OFFICER FROM RANGE 12 TO 19; CRIMINALIST I FROM RANGE 20 TO 25; SOCIAL WORKER FROM RANGE 18 TO RANGE 25; INVENTORY CONTROLLER FROM RANGE 16 TO RANGE 21; AND SENIOR SHELTER ATTENDANT FROM RANGE 10 TO RANGE 19

OFFICE OF THE CLERK OF COURTS
JACKSON, MISSISSIPPI

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the Department of Human Resources conducted a *salary survey* on the classification of: **Police Chief; Assistant Police Chief; Deputy Police Chief; Identification Technician; Personnel Representative; Police Records Manager; Police Records Technician; Animal Control Officer; Criminalist I; Social Worker; Inventory Controller; and Senior Shelter Attendant; and**

WHEREAS, the *salary survey* was conducted on the classifications by sending inquiries to: Baton Rouge, Louisiana and Little Rock, Arkansas; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the positions are as follows:

- (a) **Police Chief** was within the range of \$135,857.54-\$162,857.32; and
- (b) **Assistant Police Chief** was within the range of \$85,452.74-\$98,410.54; and
- © **Deputy Police Chief** was within the range of \$76,354.19-\$90,547.78; and
- (d) **Identification Technician** was within the range of \$36,542.65-45,214.45; and
- (e) **Personnel Representative** was within the range of \$46,741.87-\$58,451.85; and
- (f) **Police Records Manager** was within the range of \$53,421.69-65,236.88; and
- (g) **Police Records Technician** was within the range of \$35,002.41-38,589.74; and
- (h) **Animal Control Officer** was within the range of \$30,125.52- \$35, 069.01; and
- (i) **Criminalist I** was within the range of \$48,782.84-\$56,782.25; and

- (j) **Social Worker** was within the range of \$45,472.22-\$53,854.47; and
- (k) **Inventory Controller** was within the range of \$32,410.29-\$41,526.65;
- (i) **Senior Shelter Attendant** was within the range of \$31,578.63-\$36,477.05;

and

WHEREAS, the Police department classifications with the exception of the Police Chief pay ranges begin at ranges 95 through pay range 101;

WHEREAS, pay range 101 salary is: \$55,763.48-\$67,330.28; and

WHEREAS, pay range 101 is not feasible for accommodating recommended salary changes for the position of Assistant Police Chief and Deputy Police Chief; and

WHEREAS, the compensation plan adopted by the Jackson City Council on September 22, 1998 does have pay ranges which will accommodate the salary increases, and it is recommended that the existing pay ranges be sued to accommodate the salary increases;

WHEREAS, it is recommended that the range established for the **Police Chief** be modified to range 50 with annual salary of \$105,758.99-\$128,511.92; and

WHEREAS, it is recommended that the range established for the **Assistant Police Chief** be modified to range 43 with annual salary of \$75,614.80-\$91,784.09; and

WHEREAS, it is recommended that the range established for **Deputy Police Chief** be modified to range 38 with annual salary of \$73,148.44-\$88,646.24; and

WHEREAS, it is recommended that the range established for **Identification Technician** be modified to range 21 with annual salary of \$33,150.08-\$39,911.70 and

WHEREAS, it is recommended that the range established for **Personnel Representative** be modified to range 23 with annual salary of \$36,323.42-\$43,776.60; and

WHEREAS, it is recommended that the range established for **Police Records Manager** be modified to range 28 with annual salary of \$45,753.36-\$55,267.76; and

WHEREAS, it is recommended that the range established for **Police Records Technician** be modified to range 19 with annual salary of \$30,272.70-\$36,404.94; and

WHEREAS, it is recommended that the range established for **Animal Control Officer** be modified to range 19 with annual salary of \$30,272.70-\$36,404.94; and

WHEREAS, it is recommended that the range established for **Criminalist I** be modified to range 25 with annual salary of \$39,822.11-\$48,039.06; and

WHEREAS, it is recommended that the range established for **Social Worker** be modified to range 25 with annual salary of \$39,822.11-\$48,039.06; and

WHEREAS, it is recommended that the range established for **Inventory Controller** be modified to range 21 with annual salary of \$33,150.08-\$39,911.70; and



OFFICE OF THE CLERK

WHEREAS, it is recommended that the range established for **Senior Shelter Attendant** be modified to range 19 with annual salary of \$30,272.70-\$36,404.94 and

WHEREAS, the Police Department has sufficient monies in its budget to cover the recommended pay range increases;

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended as above.

IT IS FURTHER ORDERED that the pay plan amendments stated shall become effective immediately.

By: T. Martin, Lumumba

OFFICE OF THE CLERK OF THE CITY COUNCIL
T. Martin, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 2, 2023

DATE

POINTS	COMMENTS
<p>1. Brief Description/Purpose</p>	<p>ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF POLICE CHIEF FROM RANGE 38 TO RANGE 50; ASSISTANT POLICE CHIEF FROM RANGE 102 TO RANGE 43; DEPUTY POLICE CHIEF FROM RANGE 101 TO 38; IDENTIFICATION TECHNICIAN FROM RANGE 16 TO 21; PERSONNEL REPRESENTATIVE FROM RANGE 19 TO 23; POLICE RECORDS MANAGER FROM RANGE 24 TO 28; POLICE RECORDS TECHNICIAN FROM RANGE 12 TO 19; ANIMAL CONTROL OFFICER FROM RANGE 12 TO 19; CRIMINALIST I FROM RANGE 20 TO 25; SOCIAL WORKER FROM RANGE 18 TO RANGE 25; INVENTORY CONTROLLER FROM RANGE 16 TO RANGE 21; AND SENIOR SHELTER ATTENDANT FROM RANGE 10 TO RANGE 19</p>
<p>2. Public Policy Initiative</p> <ul 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 	<p>Change in City Government</p>
<p>3. Who will be affected</p>	<p>Fire Department</p>
<p>4. Benefits</p>	
<p>5. Schedule (beginning date)</p>	<p>October 1, 2023</p>
<p>6. Location:</p> <p>§ WARD</p> <p>§ CITYWIDE (yes or no) (area)</p> <p>§ Project limits if applicable</p>	<p>Citywide</p>
<p><input type="checkbox"/> Action implemented by:</p> <p><input type="checkbox"/> § City Department</p> <p>7. § Consultant</p>	<p>Department of Human Resources Fire Department</p>
<p>8. COST</p>	<p>Pay plan amendments factored into budget of the Department</p>
<p><input type="checkbox"/> Source of Funding</p> <p><input type="checkbox"/> § General Fund</p> <p><input type="checkbox"/> § Grant</p> <p><input type="checkbox"/> § Bond</p> <p>9. <input type="checkbox"/> § Other</p>	<p>General fund</p>
<p>10. EBO participation</p>	<p>ABE _____% WAIVER yes ___ no ___ N/A ___</p>

Office of the City Attorney
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779

Telephone: 601-960-1799
Facsimile: 601-960-1756

OFFICE OF THE CITY ATTORNEY
Carrie Johnson

OFFICE OF THE CITY ATTORNEY

This ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF POLICE CHIEF FROM RANGE 38 TO RANGE 50; ASSISTANT POLICE CHIEF FROM RANGE 102 TO RANGE 43; DEPUTY POLICE CHIEF FROM RANGE 101 TO 38; IDENTIFICATION TECHNICIAN FROM RANGE 16 TO 21; PERSONNEL REPRESENTATIVE FROM RANGE 19 TO 23; POLICE RECORDS MANAGER FROM RANGE 24 TO 28; POLICE RECORDS TECHNICIAN FROM RANGE 12 TO 19; ANIMAL CONTROL OFFICER FROM RANGE 12 TO 19; CRIMINALIST I FROM RANGE 20 TO 25; SOCIAL WORKER FROM RANGE 18 TO RANGE 25; INVENTORY CONTROLLER FROM RANGE 16 TO RANGE 21; AND SENIOR SHELTER ATTENDANT FROM RANGE 10 TO RANGE 19

is ~~legally~~ sufficient for placement in NOVUS.


Carrie Johnson, Deputy City Attorney

10/4/03
Date

25

The City Clerk for the City of Jackson, Mississippi (the "City"), reported that pursuant to a resolution declaring the intention of the Mayor and City Council (the "Governing Body") of the City calling for a public hearing to be held at 10:00 o'clock a.m. on October 10, 2023, with respect to the Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023) (the "2023 Urban Renewal Plan"), did cause a notice of the public hearing to be published in *The Clarion Ledger* and *The Mississippi Link*, both legally qualified newspapers published in the City and having a general circulation in the City on September 21, 2023, as evidenced by the proof of publication on file in the office of the City Clerk. The President of the Governing Body then called the meeting to order, and the public hearing was duly convened. At the time, all present were given an opportunity to present oral and/or written comments on the 2023 Urban Renewal Plan, which is included herein as **EXHIBIT A**. A general description of the testimony presented is set forth in **EXHIBIT B** hereto. At the conclusion of the public hearing, Councilperson _____ offered and moved the adoption of the following:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, APPROVING AND ADOPTING THE URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023); PROVIDING FOR THE IMPLEMENTATION OF SUCH PLAN, AND FOR RELATED PURPOSES.

WHEREAS, in accordance with Section 43-35-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time (the "Urban Renewal Act"), the Governing Body by resolution duly adopted on September 12, 2023, approved the form of the proposed 2023 Urban Renewal Plan and directed such 2023 Urban Renewal Plan to be submitted to the Planning Board of the City (the "Planning Board") for review and recommendations as to the conformity of the Urban Renewal Plan with the general plan for the development of the City as a whole; and

WHEREAS, under the power and authority granted by the laws of the State of Mississippi (the "State") and particularly under the Urban Renewal Act the Governing Body of the City on September 12, 2023, did adopt a certain resolution (the "Public Hearing Resolution") entitled "**RESOLUTION OF THE BOARD OF 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**"; and

WHEREAS, as directed by the Public Hearing Resolution and as required by law, a Notice of Public Hearing was published in *The Clarion Ledger* and *The Mississippi Link*, both legally qualified newspapers published in the City and having general circulation in the City, and was so published in said newspapers on September 21, 2023; as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body and filed with the City Clerk all in accordance with State law and attached hereto as **EXHIBIT C**; and

WHEREAS, the Notice of Public Hearing generally described the 2023 Urban Renewal Plan and further called for a public hearing to be held in the regular meeting place of this Governing Body at the City Hall of the City at 260 S. President Street, Jackson, Mississippi, at the hour of 10:00 o'clock a.m. on October 10, 2023, in order for the general public to state and present their

views on the 2023 Urban Renewal Plan; and

WHEREAS, prior to October 10, 2023 and pursuant to the Urban Renewal Act, the City did submit its 2023 Urban Renewal Plan to the Planning Board for review and said Planning Board did convene a meeting on September 27, 2023 at 1:30 pm and has submitted its written finding or recommendation to the City regarding the 2023 Urban Renewal Plan and its conformance with the City's general plan (the "**Comprehensive Plan**") for the development of the City as a whole; and

WHEREAS, at 10:00 o'clock a.m. on October 10, 2023, the public hearing was held and all in attendance were given the opportunity to state and present their views on the 2023 Urban Renewal Plan; and

WHEREAS, in connection with the approval of the 2023 Urban Renewal Plan and the authority provided to the City pursuant to the Series 2023 City Bond Resolution approved on September 26, 2023 authorizing the City to (a) pursue additional subsidy for the Urban Renewal Project (as defined in the 2023 Urban Renewal Plan) by participating and utilizing federal New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986, as amended 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 Urban Renewal Project, (b) 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 as well as a "Public Benefit Corporation" as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act (the "**Public Benefit Corporation**" or specifically the "**JRA Public Benefit Corporation**"), and (c) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, the JRA Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; and

WHEREAS, in connection with the approval of the 2023 Urban Renewal Plan and the authority provided to the City pursuant to the Series 2023 City Bond Resolution approved on September 26, 2023, the Governing Body hereby approves and acknowledges the form of the Operating Lease Agreement (the "**Operating Lease Agreement**") by and between the JRA Public Benefit Corporation and the City; and

WHEREAS, in connection with the approval of the 2023 Urban Renewal Plan and the authority provided to the City pursuant to the Series 2023 City Bond Resolution approved on September 26, 2023, the Governing Body hereby approves and acknowledges the form of the Development Services Agreement (the "**Development Services Agreement**") by and between the City, as Developer (as defined in the Development Services Agreement), JRA and the JRA Public Benefit Corporation; and

WHEREAS, in connection with the approval of the 2023 Urban Renewal Plan and the authority provided to the City pursuant to the Series 2023 City Bond Resolution approved on September 26, 2023, the Governing Body hereby approves and acknowledges the form of the JRA

Ground Lease Agreement (the "JRA Ground Lease Agreement") by and between JRA and the JRA Public Benefit Corporation; and

WHEREAS, in connection with the approval of the 2023 Urban Renewal Plan and the authority provided to the City pursuant to the Series 2023 City Bond Resolution approved on September 26, 2023, the Governing Body hereby approves and acknowledges the form of the City Ground Lease Agreement (the "City Ground Lease Agreement") by and between the City and the JRA.

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

SECTION 1. That all the findings and facts made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct. Capitalized terms not defined herein shall have the same meaning as set forth in the Public Hearing Resolution.

SECTION 2. Pursuant to the certified copy of the resolution of the City's Planning Board, a copy of which is attached hereto as **EXHIBIT D**, the Planning Board reviewed the 2023 Urban Renewal Plan on September 27, 2023 and has found that the 2023 Urban Renewal Plan is necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives and is consistent with the Comprehensive Plan.

SECTION 3. The Governing Body hereby approves the Operating Lease Agreement by and between the JRA Public Benefit Corporation and the City in the form attached as **EXHIBIT E**.

SECTION 4. The Governing Body hereby approves the Development Services Agreement by and between the City, as Developer (as defined in the Development Services Agreement), JRA and the JRA Public Benefit Corporation in the form attached as **EXHIBIT F**; and

SECTION 5. The Governing Body hereby approves the JRA Ground Lease Agreement by and between JRA and the JRA Public Benefit Corporation in the form attached as **EXHIBIT G**; and

SECTION 6. The Governing Body hereby approves the City Ground Lease Agreement by and between the City and the JRA in the form attached as **EXHIBIT H**; and

SECTION 7. That the 2023 Urban Renewal Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the 2023 Urban Renewal Area.

SECTION 8. That the Governing Body is now fully authorized and empowered under the provisions of the Urban Renewal Act, to adopt and implement the 2023 Urban Renewal Plan and does hereby adopt and approve said 2023 Urban Renewal Plan to be implemented for the development and redevelopment of the City in conjunction with the 2023 Urban Renewal Project.

SECTION 9. This resolution shall become effective immediately and all resolutions and

orders, or parts thereof, in conflict herewith are, to the extent of such conflict, repealed.

[Remainder Left Intentionally Blank]

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 10th day of October 2023.

APPROVED BY:

PRESIDENT OF THE CITY COUNCIL

MAYOR

ATTEST:

CITY CLERK

(SEAL)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, APPROVING AND ADOPTING THE URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023); PROVIDING FOR THE IMPLEMENTATION OF SUCH PLAN, AND FOR RELATED PURPOSES** is legally sufficient for placement in NOVUS Agenda.

CPM
/S/Catoria Martin, City Attorney

October 4, 2023
Date

EXHIBIT A

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 "A"
PROJECT SITE 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 Pasca goul a 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
PUBLIC HEARING TESTIMONY

EXHIBIT C

COPY OF PROOF OF PUBLICATION

PROOF OF PUBLICATION

ATTN: Accounts Payable
Butler Snow Attorneys
Po Box 6010
Ridgeland MS 39158-6010

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he/she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspapers editions date as follows:

09/21/2023

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 09/21/2023



Legal Clerk



Notary, State of WI, County of Brown

4-6-27

My commission expires

Publication Cost:	\$72.22	
Order No:	9276871	# of Copies:
Customer No:	1011549	-1
PO #:	LMSS0021513	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

DENISE ROBERTS
Notary Public
State of Wisconsin

Public Hearing Notice- City
of Jackson, MS

LEGAL NOTICE
NOTICE OF PUBLIC
HEARING ON PROPOSED
CITY OF JACKSON,
MISSISSIPPI
URBAN RENEWAL PLAN
(CITY OF JACKSON,
MISSISSIPPI PLANETARI-
UM 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 12th day of September, 2023.

CITY OF JACKSON,
MISSISSIPPI
By: /s/Angela Morris
City

Clerk

Published: The Clarion
Ledger and The Mississippi
Link, September 21, 2023.
September 21 2023
LMS0021513

file
26862

THE STATE OF MISSISSIPPI HINDS COUNTY

OF HERE

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

Minnie Garrett

an authorized representative of *THE MISSISSIPPI LINK*, a weekly newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32 of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

	Publication
Legal Ad	Legal Notice Notice of Public Hearing on Proposed City of Jackson Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023) run date 9/21
Words	472
Run Date(s)	Thursday 09/21/23
\$ Amount	37.76

Signed:

Minnie Garrett

Authorized Representative of the Mississippi Link Newspaper

SWORN to and subscribed before me this 21 day of

Sept., 2023

Notary: _____

Candace Mayes

My Commission Expires: _____

July 16 2024



Mississippi Link Newspaper
2659 Livingston Rd
JACKSON, MS 39213 US
(601) 896-0084
cmayes@mississippilink.com

THE MISSISSIPPI LINK

BILL TO

Butler Snow LLP
Candy Hunt
1020 Highland Colony Pkw. Ste.
1400
P. O. Box 6010
Ridgeland, MS 39157

INVOICE 26862

DATE 09/21/2023 **TERMS** Due on receipt

DUE DATE 09/21/2023

CONTACT PERSON

Jenell Robinson

SALES REP

JH

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/21/2023	Advertising Legal Notice Notice of Public Hearing on Proposed City of Jackson Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023) run date 9/21 472 words	1	37.76	37.76

Thank you for your business - we appreciate it very much.

Sincerely,
Mississippi Link Newspaper

TOTAL DUE

\$37.76

Please submit your email address at <https://mississippilinknews.typeform.com/to/licltG> for breaking news and timely updates. Thank you

EXHIBIT D
PLANNING BOARD ORDER/RESOLUTION

**ORDER FINDING THAT THE PROPOSED CITY OF JACKSON
URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI
PLANETARIUM PROJECT 2023) IS IN CONFORMITY WITH THE
COMPREHENSIVE PLAN OF THE CITY**

WHEREAS, pursuant to Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**Urban Renewal Act**"), the City of Jackson, Mississippi (the "**City**") is empowered to approve, adopt and implement its Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023) (the "**2023 Urban Renewal Plan**"), a copy of which is attached hereto as **Exhibit A** and made a part hereof, to improve certain blighted areas of the City; and

WHEREAS, the Mayor and City Council (the "**Governing Body**") of the City, did by resolution dated September 12, 2023, direct that the proposed 2023 Urban Renewal Plan be submitted to the City of Jackson, Mississippi Planning Board (the "**Planning Board**") for review and written recommendations pursuant to Section 43-35-13(b) of the Urban Renewal Act; and

WHEREAS, the Planning Board has reviewed the proposed 2023 Urban Renewal Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD AND THE GOVERNING BODY OF THE CITY:

SECTION 1. The City of Jackson, Mississippi Comprehensive Plan adopted March 2, 2004 (the "**Comprehensive Plan**") is a general plan of the City for land use, transportation, community facilities and the development of the municipality as a whole.

SECTION 2. The Planning Board has reviewed the proposed 2023 Urban Renewal Plan as to its conformity with the Comprehensive Plan for the development of the City as a whole as required by Section 43-35-13 of the Urban Renewal Act.

SECTION 3. The Planning Board recommends and finds that the 2023 Urban Renewal Plan conforms to the Comprehensive Plan, specifically Section 4.3 of the Comprehensive Plan, for the development of the City as a whole as required by Section 43-35-13 of the Urban Renewal Act.

SECTION 4. A certified copy of this resolution or order shall be delivered by the Planning Board to the Clerk of the City (the "**City Clerk**"), within thirty (30) days of its receipt for presentation to the Governing Body of the City in connection with the City's proposed public hearing to be held on October 10, 2023 at 10:00 AM.

Mr. Eric Norwood moved adoption; Mr. Emon Thompson, III seconded.

Yeas – Ms. Florine Keeler, Ms. Joyce Jackson, Mr. Eric McKie, Ms. Jennifer Welch, Mrs. Cassandra Welchlin

Nays – None.

Abstentions – Mr. Michael Booker

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the Planning and Zoning Board at its Regular Board Meeting on September 27, 2023. However, upon the completion of the minutes, a certified attested copy can be provided upon request.

EXHIBIT A
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 "A"
PROJECT SITE 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 E
OPERATING LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement"), dated as of _____, 2023 (the "Effective Date"), is made between **JRA PUBLIC BENEFIT CORPORATION**, a Mississippi nonprofit corporation ("Lessor") and **CITY OF JACKSON, MISSISSIPPI**, a body corporate and politic of the State of Mississippi ("Lessee" or "City").

W I T N E S S E T H

WHEREAS, Lessor has acquired a leasehold estate in the real property located in Hinds County, Mississippi, located at 201 E. Pascagoula Street, Jackson, MS 39201 and more particularly described on Exhibit A attached hereto (the "Property"), pursuant to that certain Ground Lease Agreement of even date herewith (the "JRA Ground Lease") between Lessor (in such capacity, "Ground Lessee") and Jackson Redevelopment Authority, a body corporate and politic and urban renewal agency of the City of Jackson, Mississippi ("JRA"); and

WHEREAS, JRA and City have entered into that certain Ground Lease Agreement dated as of the Effective Date (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "City Ground Lease") under which JRA holds a leasehold estate in the Demised Premises (as such term is defined in the City Ground Lease); and

WHEREAS, pursuant to the JRA Ground Lease, Lessor (in its capacity as Ground Lessee) is leasing the Demised Premises (as defined below), which includes certain work in progress undertaken by City, as more particularly described in the JRA Ground Lease and the City Ground Lease (the "WIP"); and

WHEREAS, pursuant to the JRA Ground Lease, the City Ground Lease and the Development Agreement (as defined in the JRA Ground Lease), City and JRA in cooperation with Lessor (in its capacity as Ground Lessee), will continue to cause development, repairing, improving, adorning and equipping the Russell C. Davis Planetarium and other authorized purposes with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities on the Property as more fully described on Exhibit B attached hereto (collectively, the "Improvements"); and

WHEREAS, pursuant to the Development Agreement Lessor is appointing Lessee to provide for, or cause to be provided for, the completion of the construction and development of the Improvements on the Property; and

WHEREAS, Lessor is willing to lease the Property, the WIP and the Improvements (collectively, the "Demised Premises") to Lessee as provided herein for Lessee to operate the Demised Premises; and

WHEREAS, Lessor, as borrower, is entering into a Loan and Security Agreement (the "CDE Loan Agreement") and other ancillary loan documents (collectively, and together with the CDE Loan Agreement, the "CDE Loan Documents") with Hope New Markets __, LLC, a Mississippi limited liability company (the "Hope CDE Lender") and Wells Fargo __, LLC, a _____ limited liability company (the "Wells CDE Lender" together with the Hope CDE Lender, the "CDE Lenders"), as lenders, pursuant to which the CDE Lenders will make certain

loans to Lessor (collectively, the “CDE Loans”), the proceeds of which will be deposited into the Loan Disbursement Account (as defined in the CDE Loan Agreement).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. LEASE OF THE DEMISED PREMISES

A. General. The intent of Lessor and Lessee is that Lessor shall provide and lease to Lessee the Demised Premises which shall be operated under the terms and conditions of this Agreement.

B. The Demised Premises. The term “Demised Premises,” as previously referenced herein, shall mean the Improvements described on **Exhibit B** attached hereto to be constructed by Lessee (pursuant to the Development Agreement), together with the Property and the WIP, as previously referenced herein, granted to Lessor (in its capacity as Ground Lessee) pursuant to the JRA Ground Lease.

C. Term. The term of this Agreement shall begin on _____, 2024 (the “Commencement Date”) and continue until _____, 2053, unless and until terminated in accordance with the provisions of this Agreement (“Term”). Upon expiration of the Term or earlier termination in accordance with the provisions of this Agreement, Lessee shall leave the Demised Premises in good condition, normal wear and tear excepted.

D. Compensation. For and in consideration of this Agreement and in addition to the other duties, obligations and covenants of Lessee as provided in this Agreement, Lessee shall pay rent (“Base Rent”) as provided in the attached **Exhibit C** on the first (1st) day of each March, June, September and December for the Term, and shall pay all Operating Expenses (as defined below) pursuant to Section III.A.

E. Damage and Destruction. If the Demised Premises or any part thereof shall be damaged by fire or other casualty during the Term, Lessee, at Lessee’s sole cost and expense, shall rebuild or restore the damaged portion of the Demised Premises to at least the condition existing immediately prior to such destruction so that the Demised Premises can be used to furnish at least substantially the same type and quality of services as were furnished at the Demised Premises prior to such destruction or casualty. In the event of such partial destruction, Lessor shall assign all rights Lessor may have to proceeds of any insurance maintained in respect of the Demised Premises to Lessee. If, during the Term, the Demised Premises or any other structure material to the operation is substantially or totally destroyed by casualty, Lessee shall have the option either to terminate this Agreement or commence and proceed with reasonable diligence to restore the Demised Premises to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Lessee’s obligation to restore shall not exceed the scope of the work required to be done in originally constructing the Improvements as set forth in the initial Plans and Specifications, nor shall Lessee be required to spend for such work an amount in excess of the insurance proceeds actually received by Lessee and/or Lessor as a result of the casualty. In the event Lessee terminates this Agreement, Lessee shall at Lessor’s direction either proceed to

collect any insurance payable with respect to such damage and pay such insurance proceeds to the Lessor or assign all rights Lessee may have to the proceeds of any insurance maintained by Lessee in respect of the Demised Premises to Lessor and thereafter Lessor shall have no claims against Lessee for the value of any unexpired portion of the Term or otherwise. In the event Lessee exercises its option to rebuild or restore the Demised Premises as described above and subject to the CDE Loan Agreement, Lessor shall assign all rights Lessor may have to the proceeds of any insurance maintained in respect of the Demised Premises to Lessee. Lessee shall give immediate written notice to Lessor and the CDE Lenders in case of fire, accident, or other casualty in or about the Demised Premises involving damage exceeding \$100,000. For purposes of this Section, the Demised Premises shall be deemed substantially destroyed if more than 50% of the Demised Premises are rendered unusable. Notwithstanding anything herein to the contrary, for so long as the CDE Loans remain outstanding, all insurance proceeds shall be applied in accordance with the CDE Loan Agreement.

F. Utilities. Lessee shall be solely responsible for and shall promptly pay all charges in respect of the Demised Premises for utilities and similar services incurred in connection with the operation of the Demised Premises.

G. Taxes. Lessee shall be responsible for and shall pay prior to delinquency any and all federal, state or local taxes (if any) incurred or assessed in connection with Lessee's operating of the Demised Premises. During the Term and to the extent permitted by law, Lessee agrees to take such actions as the statutes of Mississippi permit to ensure that the Demised Premises and all property and operations of Lessee thereon shall remain exempt from ad valorem taxation and other local taxation to the maximum extent allowed by the law.

H. Quiet Enjoyment. Lessor covenants that it holds title to the leasehold interest of the Demised Premises under the JRA Ground Lease. As long as Lessee performs as provided in this Agreement, Lessor covenants and agrees that Lessee shall and may peaceably have, hold, and enjoy the occupancy and use of the Demised Premises to the extent provided herein free from molestation, eviction or disturbance by Lessor or any other persons or legal entity whatsoever. Subject to the CDE Loan Agreement, Lessor shall have the right to mortgage and/or grant security interests secured by liens on this Agreement as well as the JRA Ground Lease, the building, improvements and equipment comprising the Demised Premises.

I. Care and Maintenance of the Demised Premises. Lessee shall, at Lessee's sole cost and expense, operate, maintain, repair, improve and upkeep the Demised Premises as needed and required and do any and all other acts or things to keep the Demised Premises or any equipment, facilities or fixtures contained therein or thereon in good condition and repair, reasonable wear and tear excepted. As the owner of the Demised Premises, Lessor shall be responsible for all replacements related to the structure of the Demised Premises ("Structural Replacement"), unless due to the negligence of, abuse or misuse of, or failure to properly and regularly maintain such Demised Premises by Lessee, or its employees, agents, contractors or business invitees, in which case such Structural Replacement shall be at Lessee's sole cost and expense. If Lessor is required to pay for any Structural Replacements, Lessor may charge back to Lessee, as additional rent, and Lessee agrees to pay, its pro rata share of such cost as follows: the costs incurred in connection with such Structural Replacement shall be amortized over the estimated remaining useful life of the Structural Replacement, or the Demised Premises,

whichever is shorter, and only such annual amortized amounts as are applicable to the then existing lease term shall be payable by Lessee as additional rent, as a one-time payment equal to the present value of such annual amortized amounts determined using a reasonable discount rate. In each case, Lessor shall send to Lessee a billing statement describing the Structural Replacement that was required, the date of the replacement, the cost of the replacement, and the remaining useful life of the Structural Replacement or the Demised Premises, as applicable, together with the calculation of the amount due from Lessee as additional rent. Within thirty (30) days of receipt of the billing statement for the Structural Replacement, the Lessee shall pay to the Lessor said amount. In the event that Lessee fails to maintain the Demised Premises in accordance with this Agreement, and such failure shall continue for a period of fifteen (15) calendar days after receipt of written notice by Lessee, Lessor may, but shall not be obligated to, undertake any such maintenance, repair, improvement and upkeep of the Demised Premises. All cost and expense which Lessor incurs for such maintenance, repair, improvement and upkeep of the Demised Premises shall be deemed additional rent hereunder and shall be payable by Lessee to Lessor as such in accordance with the provisions of this Agreement, but not later than the first (1st) day of the month following the month in which payment therefor is made by Lessor.

J. Operating Lease. Lessor and Lessee acknowledge and agree that it is their mutual intent that this Agreement is, and shall be treated as an “operating” or “true” lease for federal income tax purposes and for accounting purposes and for all other purposes. With respect to the Improvements, the parties acknowledge and agree that the building has an economic useful life of at least _____ () years.

K. Lease Pledged to CDE Lenders. Lessee acknowledges and agrees that this Agreement has been pledged to the CDE Lenders as collateral for the loans under the CDE Loan Agreement. Lessee hereby consents to Lessor’s collateral assignment of this Agreement to the CDE Lenders. In the event that (1) the CDE Lenders elect to exercise its remedies under the CDE Loan Documents, (2) the CDE Lenders or their assignees or designees or any purchaser (each, including the CDE Lenders, herein sometimes referred to herein as a “Successor Lessor”) succeeds to the rights of Lessor under this Agreement, whether through possession or foreclosure action or otherwise, and (3) this Agreement is not extinguished by such foreclosure or other action, then Lessee shall attorn to Successor Lessor and shall agree to perform its obligations under this Agreement for the benefit of Successor Lessor. Lessee waives any and all rights to terminate this Agreement solely by reason of any default or foreclosure under the CDE Loan Documents. If any court holds this Agreement to be terminated by reason of such a default or foreclosure and such Successor Lessor desires for this Agreement to remain in effect, then at the written request of the Successor Lessor, Lessee shall execute and deliver a new lease for the balance of the term at the same rental herein provided and upon the same terms and conditions as herein provided. Lessee recognizes such Successor Lessor shall not be liable for, subject to, or bound by (a) any payment of the Base Rent more than one (1) rental period in advance, except prepayments in the nature of security for the performance by Lessee of its obligations under this Agreement, but only to the extent such prepayments have been delivered to such Successor Lessor, (b) any amendment of this Agreement made without the consent of the CDE Lenders, (c) damages for any breach, act or omission of any prior lessor, (d) any offsets or defenses which Lessee might have against any prior lessor, (e) any obligations with respect to construction or completion of the Improvements, or following any fire or casualty, the restoration or repair of any improvement upon the Demised Premises, (f) warranties of any nature whatsoever, including any warranties respecting use,

compliance with zoning, hazardous wastes or Environmental Laws (as defined below), title, authority, habitability, fitness for purpose or possession; or (g) any assignment or subletting by Lessee made in a manner not expressly permitted under this Agreement, unless such assignment or sublease was made with the consent of the CDE Lenders as of the date of such assignment or sublease. Any liability of a Successor Lessor shall be limited to its interest in the subleased Demised Premises, and following any transfer of the subleased Demised Premises to another party, a Successor Lessor shall have no further liability under this Agreement.

II. INSURANCE

A. General Requirements. During the term of this Agreement, Lessee shall maintain insurance against the loss or damage by fire or other risks from time to time included under standard extended coverage insurance policies with respect to the building and contents located therein on the Demised Premises. Such insurance protection shall cover losses in aggregate amounts not less than eighty percent (80%) (or such other greater amount as may be required to prevent Lessor from becoming a co-insured) of the fair insurable value thereof and such insurable value of said purposes, if not agreed upon by Lessor and Lessee, shall be determined by an insurance appraiser chosen by them jointly. Such policies shall be payable to Lessee and Lessor as their interest may appear. Lessee shall maintain commercial general liability insurance coverage in such amount as it determines for bodily injuries or deaths of persons occurring in or about the Demised Premises and any property damage thereof. All such policies of insurance shall, if requested by Lessor, name Lessor and/or the CDE Lenders as an additional named insured or loss payee as applicable. Without limiting the foregoing, for so long as the CDE Loans remain outstanding, Lessee shall maintain in full force and effect such insurance coverages as are required to be maintained under the CDE Loan Agreement and the other CDE Loan Documents.

B. Cancellation/Certification. Certificates of insurance evidencing such coverage shall be delivered to Lessor prior to the Commencement Date and from time to time thereafter prior to expiration of the then-current policy terms. All insurance policies or certificates thereof shall include provision for not less than thirty (30) days' prior written notice to Lessor, the CDE Lenders and Lessee of cancellation or change in conditions or terms thereof.

III. DUTIES AND OBLIGATIONS OF LESSEE

A. In addition to the Base Rent, Lessee agrees to pay all costs and expense of every kind and nature associated with owning and operating the Demised Premises including, without limitation, all costs and expenses, Lessor shall pay or become obligated to pay in connection with the management, operation, maintenance, replacement and repair of the Demised Premises, which costs and expenses shall include, by way of illustration and not limitation, liability and casualty insurance costs, maintenance and repair costs, accounting expenses, management fees and expenses, ad valorem taxes, utilities costs, pest control costs, and the costs of the other defined services described herein (the "Operating Expense"). Lessee shall, on the first day of each calendar month, reimburse Lessor for any Operating Expenses paid by Lessor.

B. In addition to the compensation payable by Lessee to Lessor as provided in Section I.D. above, Lessee shall operate and maintain the Demised Premises, in compliance with but not limited to, the following terms:

- (1) Subject to the terms of this Agreement, Lessee shall immediately fix all mechanical problems that affect the operation of the Demised Premises under the provisions of the Act (as defined below) at any time;
- (2) Lessee shall procure, pay the costs of and maintain all casualty and disability insurance coverage's, including coverage's of personal property and contents on the Demised Premises as are mutually determined and agreed upon between Lessor and Lessee (consistent as to amount and terms with recognized and recommended industry standards) with both Lessor and Lessee as named insured as their respective interest shall appear;
- (3) Lessee shall pay directly all utility charges for all necessary utilities used on the Demised Premises;
- (4) All persons employed in the management, supervision, operations, and maintenance of the Demised Premises shall be employees of Lessee or its subcontractors;
- (5) Lessee shall pay all costs of maintenance and repair of equipment utilized on the Demised Premises;
- (6) Lessee shall provide and pay all costs of supplies reasonable and necessary to the proper operation of the Demised Premises;
- (7) Lessee shall pay such other costs and expenses and take such other actions as may be necessary for the proper operation and maintenance of the Demised Premises;
- (8) The conduct of the operations and maintenance of the Demised Premises by Lessee shall at all times be in compliance with all other governmental statutes and regulations applicable thereto (collectively, the "Legal Requirements");
- (9) (a) Throughout the Term, Lessee shall fully and punctually comply with all present and future Legal Requirements that are applicable to the Demised Premises and that relate to the quality or protection of the environment or the use, storage, handling and disposal of Hazardous Material (as defined below), including, without limitation, the National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq., the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §1251 et seq., and the Clean Air Act, 42 U.S.C. §7401 et seq., and all regulations promulgated on the authority of the foregoing (the "Environmental Laws"). The term "Hazardous Material" means any substance:
 - (i) the presence of which requires or may later require notification, investigation or remediation under any Environmental Law; or

- (ii) that is or becomes defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “pollutant” or “contaminant” under any Environmental Law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or
- (iii) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
- (iv) the presence of which on the Demised Premises causes or threatens to cause a nuisance on the Demised Premises or to adjacent properties or poses or threatens to pose a hazard to the Demised Premises or to the health or safety of persons on or about the Demised Premises; or
- (v) that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
- (vi) that contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or
- (vii) that contains or emits radioactive particles, waves or material, including, without limitation, radon gas.

(b) In conducting its activities on the Demised Premises, Lessee shall fully and punctually comply, and shall cause its agents, employees, contractors, invitees and others on the Demised Premises (collectively, the “Lessee Parties”) to fully and punctually comply, with all present and future Environmental Laws. In that regard, Lessee must secure all permits and approvals required by virtue of applicable Environmental Laws in order for Lessee to lawfully use the Demised Premises. Lessee may not release or discharge, and will not permit any Lessee Party to release or discharge, air emissions, waste, effluent, Hazardous Material or contaminants from the Demised Premises in such a manner that the release or discharge will unlawfully pollute or contaminate air, ground (including sub-surface strata), or water (including ground water) or become a public nuisance. Any treatment, testing or control of releases or discharges, including monitoring or mitigation measures, required as a result of Lessee’s operations will be solely Lessee’s responsibility.

(c) To the extent authorized by Mississippi law, Lessee shall defend, indemnify and hold Lessor and its directors, officers, agents, employees and contractors

harmless from and against all suits, actions, legal or administrative proceedings, demands, claims, liability, fines, penalties, loss, injuries, damages, expenses and costs, including, without limitation, interest and reasonable attorneys' and paralegals' fees for attorneys of the indemnitee's choice, and costs of defense (direct and on appeal), settlement or judgment, that may be incurred or suffered by, or claimed or assessed against, any of the indemnitees under any Environmental Law for, with respect to, or as a direct or indirect result of the presence on, within or beneath the Demised Premises or the stormwater retention areas, if any, into which the Demised Premises drain (the "Stormwater Retention Areas"), or the transportation, handling, management, storage, spill, escape, seepage, leakage, spillage, discharge, emission or release to or from the Demised Premises or the Stormwater Retention Areas of, any Hazardous Material that is brought on the Demised Premises during the Term.

(d) Lessor shall comply, and shall use commercially reasonable efforts to cause its design professional and contractors to comply, with all requirements of any Environmental Laws applicable to the Demised Premises in the design and construction of the Improvements.

(e) The provisions of this Paragraph (9) will survive the expiration of the Term or the earlier termination of this Agreement.

(10) (a) Lessee shall comply with all Legal Requirements governing non-discrimination in public accommodations and commercial facilities ("Public Accommodation Laws"), such as the requirements of the Americans with Disabilities Act (42 U.S.C. § 12101) and all rules and regulations made on the basis of authority granted in that Act.

(b) Lessee shall promptly make all alterations, modifications or improvements, including, without limitation, remodeling, renovation, rehabilitation, reconstruction, changes or rearrangements in structure and changes or rearrangements in wall configuration or full-height partitions that become necessary with respect to the Demised Premises in order to comply with any Legal Requirement that initially becomes effective after the Commencement Date.

(c) The provisions of this Paragraph 10 will survive the expiration of the Term or the earlier termination of this Agreement.

C. Lessee shall not subject Lessor's interest in the Demised Premises to any mechanics' or materialmen's liens or other lien of any kind, except to the extent that the creation of such lien or liens is specifically authorized by a provision in this Agreement or the written consent of Lessor. Lessee shall not allow a lien or claim of any kind to be filed or claimed against Lessor's interest in the Demised Premises during the continuance of this Agreement. If such lien is claimed or filed, Lessee shall cause the Demised Premises to be released from the claim within 30 days after Lessor is given written notice of the claim and transmits written notice of its receipt to Lessee, whichever 30-day period expires earlier. Lessee will cause such release either by paying to the court the amount necessary to relieve and release the Demised Premises from such claim, or in any

other manner which, as a matter of law, will result, within the 30-day period, in releasing Lessor and its title from the claim.

IV. SPECIAL CONDITIONS

A. Compliance with New Markets Tax Credits. Lessee acknowledges that the Improvements, as developed and constructed by Lessee, will be financed utilizing federal New Markets Tax Credits (the "Tax Credits") authorized under Section 45D of the Internal Revenue Code of 1986, as amended (the "Code"), and both Lessee and Lessor agree that no action shall be taken by either party without the written consent of both parties and the CDE Lenders that would in any way jeopardize or threaten the validity of the Tax Credits during the seven (7) year period wherein such Tax Credits are subject to recapture under Section 45D(g) of the Code (the "Compliance Period"), or Lessor's status as a "qualified active low-income community business" as such term is defined in Section 45D of the Code and associated Treasury Regulations. During the term of the CDE Loan Agreement, Lessee shall be entitled to use the Demised Premises in accordance with the terms contained in the CDE Loan Documents and shall not be permitted to use, or permit the use of, the Demised Premises for any Excluded Activity or Business (as defined below). Notwithstanding anything herein to the contrary, Lessee shall have no right to cure any breach of the provisions of this Section IV.A.

B. If Lessee or Lessor fails to keep, observe or perform any of the terms of this Agreement required to be kept, observed or performed by it, in addition to any notice hereunder, Lessor or Lessee, as applicable, shall give written notice of such failure to each Lender (as defined in the JRA Ground Lease) according to the notice provisions contained herein. No notice of a failure or other default by Lessor or Lessee under or with respect to this Agreement shall be deemed to have been duly given unless and until a copy thereof has been so served on any Lender. Lessor and Lessee agree to accept performance by any Lender with the same force and effect as though kept, observed or performed by Lessee or Lessor, as applicable. Such Lender shall have the same right as Lessee or Lessor to enter the Demised Premises for the express purpose of keeping, observing or performing such terms. Notwithstanding anything to the contrary in this Agreement, Lessor and Lessee agree that in the event of a default under this Agreement that would give Lessor the right, immediately or after the lapse of a period of time, to cancel or terminate this Agreement or exercise any of its other rights or remedies hereunder, Lessor or Lessee, as applicable, shall not exercise such right unless and until (a) Lessor or Lessee has given written notice to each Lender of such default, act or omission, (b) Lessor or Lessee has given each Lender an opportunity to cure, and (c) such Lender or its designee has failed to cure or remedy the default, act or omission within thirty (30) days after the expiration of Lessee's or Lessor's cure period in the case of a default in the due and punctual payment of any taxes, insurance premiums or other charges or monetary amounts required to be paid under this Agreement and within sixty (60) days after the expiration of Lessee's or Lessor's cure period in the case of a failure to observe or perform any other material terms of this Agreement to be observed or performed by Lessee, and if such default cannot with due diligence and good faith be cured within such sixty (60) day period, then such longer period of time as may be reasonably necessary, not to exceed one hundred eighty (180) days. Any Lender which cures a default shall be subrogated to any and all rights of Lessor against Lessee with respect to such default.

C. Lessor hereby acknowledges that the Lender may require estoppel certificates in substantially the form attached as Exhibit E to the Ground Lease (an “Estoppel Certificate”), consents, approvals or other written documentation from Lessor and from certain third parties that may from time to time have a property, regulatory or other interest in the Demised Premises in connection with any Leasehold Deed of Trust (as defined in the Ground Lease), and Lessor hereby agrees to (i) within twenty (20) days after written request, deliver all such documentation as Lessee or Lender may reasonably require (including, but not limited to an Estoppel Certificate), provided that nothing therein materially adversely affects the rights of Lessor, and (ii) promptly cooperate with Lessee and any Lender holding Leasehold Deed of Trust in order to obtain any such written documentation from any such third parties. It is understood that Lessor shall not be obligated to expend any funds or incur any liabilities in implementation of the foregoing, and Lessor shall be reimbursed by Lessee for all such out-of-pocket costs and expenses incurred by Lessor in connection therewith.

D. As to Sections I.E., I.K., II.A., II.B., and IV.A. – F., (i) each Lender shall be a third party beneficiary hereof and (ii) such section shall be self-operative and no further instrument is necessary.

E. For so long as the CDE Loan Agreement remains in effect, Lessee and Lessor shall provide such information as may be reasonably requested by the CDE Lenders to comply with requirements of the CDFI Fund (as defined in the CDE Loan Agreement) with respect to the Tax Credit data collection. The Demised Premises shall be operated in a manner that satisfies and shall continue to satisfy all restrictions applicable to the Demised Premises and real property on which the Demised Premises is located and qualified businesses under Section 45D of the Code and Treasury Regulations (as defined in the CDE Loan Agreement).

F. Lessee shall use the Demised Premises only for the uses described in this Agreement and for no other purpose without the prior written consent of the CDE Lenders. In no event shall any portion of the Demised Premises be used or subleased to any party for any trade or business, either as a principal or an ancillary business, that is an excluded business under Section 1.45D 1(d)(5)(iii)(B) of the Treasury Regulations, including, without limitation, any one or more of the following: (i) the rental to others of “residential rental property” (as such term is defined in Section 168(e)(2)(A) of the Code); (ii) the operation of any private or commercial golf course, country club, massage parlor, hot tub or suntan facility, race track or other facility used for gambling, any store the principal business of which is the sale of alcoholic beverages for consumption off premises, or any check cashing store; (iii) the development or holding of intangibles for sale or license; (iv) farming (within the meaning of Section 2032A(e)(5)(A) or (B) of the Code); (v) the operation of any a bank, credit union or other financial institution; provided that any tenant or subtenant may operate a state or federally chartered bank or thrift; (vi) any type of sexually oriented business, adult entertainment or adult bookstore; including but not limited to any facility selling or displaying adult or pornographic books, literature, videotapes or materials in any medium, or any facility providing adult entertainment or other adult services (for purposes of this limitation, materials or activities shall be considered “adult” or “pornographic” if the same are not available for sale or rental to children under eighteen (18) years old because they explicitly deal with or depict human sexuality); (vii) escort services, dating services, or similar matchmaking or companion services; (viii) without limitation of (ii) above, bingo or similar games of chance, including, without limitation, the sale of lottery tickets; (ix) the sale of any firearms, ammunition

or weapons, or a shooting gallery of any type; (x) the sale of fireworks, except as an incidental part of another primary business; (xi) pay day lending activities, pay day advances, pay check advances, or any similar type of lending activity; (xii) pawn shops, pawn brokers, car title lenders (which, for purposes of this limitation, will not include auto loans made by a state or federally chartered bank or thrift), or any similar type of lending activity; (xiii) check cashing services, except as an incidental part of another primary business or incident to the banking activities of a state or federally chartered bank or thrift; (xiv) debt collection activities, debt consolidation services, credit repair or credit restoration activities, except as such activities are incidental to banking activities conducted by a state or Federally chartered bank or thrift; (xv) bail bond services of any kind, or any activities of a bail bond agent; (xvi) the sale, distribution, marketing, or production of medical marijuana, medical cannabis or any constituent cannabinoids such as THC, as well as any substance considered to be synthetic cannabinoids (this limitation applies broadly, regardless of whether the activity is conducted by collectives, collective caregivers, co-ops, growers, or any other entity or organization); (xvii) the sale, distribution, or manufacture of any type of drug paraphernalia; (xviii) tattoo parlors or any establishment that performs tattooing; (xix) a bar, restaurant or other establishment, the principal business of which is the sale of alcohol for consumption on premises (for purposes of this limitation, an establishment shall be considered to have the sale of alcohol for consumption on premises as a principal business if: (a) alcohol sales amount to fifty percent (50%) or more of the establishment's gross receipts in any month; (b) there is no independent, full service kitchen to service in restaurant dining; (c) there are no waiters and table service for dining; (d) minors are prohibited from entry during all or at specified times of the day; or (e) more than thirty percent (30%) of the square footage of the premises is devoted principally to the sale and consumption of alcohol on premises); (xx) businesses based predominantly on inbound or outbound telemarketing activities, except as such calls are an incidental part of another primary business; or (xxi) multi-level marketing activities, the sale of multi-level business opportunities or network marketing activities (individually and collectively, an "Excluded Activity or Business"). If applicable, all subleases shall contain this Excluded Activity or Business restriction and shall provide for automatic termination if the Demised Premises are used for such Excluded Activity or Business.

G. Lessor and Lessee acknowledge and agree that pursuant to Section 57-105-1(7)(d) of the Mississippi Code of 1972, as amended, this Agreement and the Demised Premises are exempt from any limitation or requirements with respect to leasing, acquiring and/or constructing public property or facilities in the State of Mississippi.

V. REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties by Lessor. Lessor represents and warrants to Lessee as follows:

- (1) **Existence.** Lessor is a non-profit corporation, duly organized and validly existing in good standing under the laws of the State of Mississippi and has all requisite power and authority to execute, deliver, and perform this Agreement and the transactions contemplated hereby.
- (2) **Authority.** This Agreement and all agreements and instruments contemplated by this Agreement to which Lessor is a party or signatory have been duly authorized,

executed, and delivered by Lessor and constitute the legal, valid and binding obligations of Lessor enforceable in accordance with their terms. All requisite organizational action of Lessor has been taken to authorize the execution, delivery and performance of this Agreement and all transactions contemplated hereby.

- (3) Conflicting Instruments. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not violate the Articles of Incorporation of Lessor as filed with the Secretary of State of the State of Mississippi on _____, or the Bylaws of Lessor adopted on _____, nor any note, indenture, mortgage, lease or other agreement or instrument to which Lessor is a party or by which it is bound.

B. Representations and Warranties by Lessee. Lessee represents and warrants to Lessor as follows:

- (1) Existence. Lessee is a body corporate and politic of the State of Mississippi and has all requisite power and authority to execute, deliver, and perform this Agreement and the transactions contemplated hereby.
- (2) Authority. This Agreement and all agreements and instruments contemplated by this Agreement to which Lessee is a party or signatory have been duly authorized, executed, and delivered by Lessee and constitute the legal, valid and binding obligations of Lessee enforceable in accordance with their terms. All requisite organizational action of Lessee has been taken to authorize the execution, delivery and performance of this Agreement and all transactions contemplated hereby.
- (3) Conflicting Instruments. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not violate the Act or any note, bond, indenture, mortgage, lease or other agreement or instrument to which Lessee is a party or by which it is bound.
- (4) NMTC Compliance. Lessee will comply with the provisions of Section IV.

VI. TERMINATION

During the Compliance Period, this Agreement may not be terminated without the written consent of both parties other than for non-payment of rent following failure to cure within ten (10) days of the payment due date or for Lessee's breach of Section V.B(4). This Agreement may be terminated by the non-violating party upon thirty (30) days written notice upon the following grounds (violations of this Agreement), where the same is not cured in said thirty (30) days:

- (1) The failure of either party to materially abide by the terms and conditions of this Agreement; or
- (2) The failure of either party to make timely payments called for under this Agreement.

The termination of this Agreement for violations of its terms or the terms of the other written agreements between the parties shall not affect the aggrieved party's rights to seek remedies as herein provided. In addition to relief granted an aggrieved party, the party violating this Agreement agrees to pay all costs, including reasonable attorney fees, incurred by the aggrieved party in enforcing this Agreement. Provided further, however, that if a party claims the other party has violated this Agreement (or other written agreements between the parties) and if it is later determined that no such violation occurred, the party wrongfully claiming such violation agrees to pay all costs, including reasonable attorney fees, incurred by the aggrieved party in defending their conduct.

VII. REMEDIES

A. Violation of this Agreement. Upon the violation of any provision of this Agreement, the aggrieved party may seek relief from such violation under the terms of this Agreement, in law and in equity.

B. Waiver of Rights, Remedies and Relief. No delay or failure of either party to exercise any power or right hereunder, or under a similar agreement with third parties, shall operate as a waiver of any right, remedy or relief which either party is entitled; and such rights, remedies and relief shall be deemed continuous; nor shall a partial exercise preclude the party from full exercise thereof.

VIII. MISCELLANEOUS PROVISIONS

A. Notices. Any notices or other communications hereunder shall be deemed to have been given when delivered personally, sent by electronic transmission (with confirmation receipt) to the following telephone numbers, or if deposited in the United States Mail, registered or certified, with proper postage and registration or certification fees prepaid, upon delivery by the post office addressed to the following addresses:

TO LESSEE:

City of Jackson, Mississippi

Attention: _____

Facsimile: () ____ - ____

E-mail: _____

with a copy to:

Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
Attention: Jetson G. Hollingsworth
Facsimile: (601) 985-4500
E-mail: jet.hollingsworth@gmail.com

and to:

Attention: _____
Facsimile: _____
E-mail: _____

TO LESSOR:

JRA Public Benefit Corporation

Attention: President, Board of Directors
Facsimile: _____
E-mail: _____
with a copy to:

Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
Attention: Jetson G. Hollingsworth
Facsimile: (601) 985-4500
E-mail: jet.hollingsworth@butlersnow.com

and to:

Attention: _____
Facsimile: _____
E-mail: _____

AND TO THE CDE LENDERS AND OTHER FINANCING PARTIES AT THE ADDRESSES SET FORTH ON EXHIBIT E.

or such other addresses as may be designated by any of the parties from time to time by written notice given to the other party in the aforesaid manner.

B. Fair Market Rent, etc. The parties hereto acknowledge and agree that this Agreement, the arrangements contemplated herein, and the compensation to be paid hereunder: (i) are commercially reasonable; (ii) are commensurate or less than fair market value; (iii) are consistent with and necessary for the legitimate business purposes of the parties; and (iv) are based on the reasonably anticipated costs of the items and services provided hereunder.

C. Assignment/Right to Sublet. This Agreement may be assigned by Lessor as provided for under Section I.K. hereof. This Agreement and all rights pertaining hereto and obligations hereunder may also be assigned by Lessor or Lessee at any time only with the written consent of the other party, which consent will not unreasonably be withheld. Other than as consented to in writing by Lessor, this Agreement shall not be assigned by Lessee to any other party. Notwithstanding the foregoing, Lessee shall be entitled to sublet the Demised Premises or any part thereof with the written consent of the Lessor.

D. Binding Effect. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

E. Brokerage Commissions. Each party represents and warrants to the other party that such warranting party has not incurred any obligation to pay any brokerage commissions by reason of the transaction contemplated hereunder. Each party shall indemnify and hold harmless the other party against any and all loss, cost, damage, expense and liability whatsoever based upon any such commitment by such indemnifying party, but only to the extent authorized by Mississippi law.

F. Applicable Laws. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Mississippi.

G. Memorandum of Lease. Lessor and Lessee shall sign, acknowledge and deliver a memorandum of lease in the form attached as **Exhibit D** for purposes of recording, where permitted by law. The memorandum of lease may not, under any circumstances, be interpreted to amend any of the provisions of this Agreement which will, in all circumstances, govern and control.

H. Further Assurances. Each party hereby agrees to execute all such further instruments and documents, and to take all such further action as any other party may reasonably require in order to give effect to the provisions and purpose of this Agreement.

I. Agreement Interpretation. This Agreement has been freely and fairly negotiated by the parties hereto and has been reviewed and discussed by legal counsel for each of the parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring construction or interpretation against the interest of the party causing this Agreement to be drafted.

J. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile machine, portable document format ("PDF"), Electronic Signature (as defined below) or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The effectiveness of any such documents and signatures shall, subject to applicable laws, have the same force and effect as manually signed originals and shall be

binding on the parties. “Electronic Signature” means any symbol or process attached to a document or instrument and executed or adopted by a person with the intent to sign the document or instrument, including, without limitation, any digital representation of a party’s signature created by scanning such party’s signature or by any electronic signature service such as DocuSign.

K. Subordination. Lessee shall subordinate its rights under this Agreement to the lien of any mortgage or deed of trust executed in favor of any bank, insurance company or other lender and now or in the future in force against the Demised Premises, including, but not limited to, the CDE Lenders.

L. Instrumentality. Lessor is a governmental “instrumentality” of JRA, in compliance with the guidance provided by the Internal Revenue Service in Revenue Ruling 57-128, 1957-1 C.B. 311. Lessor will take all necessary actions to meet the requirements of an “instrumentality” of JRA under the provisions of the Code and the regulations promulgated thereunder, including, but not limited to, making covenants and certifications in connection therewith.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be duly executed as of the Effective Date.

LESSOR:

JRA PUBLIC BENEFIT CORPORATION,
a Mississippi nonprofit corporation

By: _____

President, Board of Directors

[Signature Page to Lease Agreement]

[Signatures continued on following page]

LESSEE:

CITY OF JACKSON, MISSISSIPPI, a body
corporate and politic of the State of Mississippi

By: _____

[Signature Page to Lease Agreement]

[End of Signature Pages]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
IMPROVEMENTS

EXHIBIT C

BASE RENT

EXHIBIT D

MEMORANDUM OF LEASE

(attached behind)

EXHIBIT E

ADDRESSES OF EACH LENDER AND OTHER FINANCING PARTIES

DEVELOPMENT SERVICE AGREEMENT

DEVELOPMENT SERVICES AGREEMENT

THIS DEVELOPMENT SERVICES AGREEMENT (this “Agreement”) is made and entered into as of _____, ____ 2023 (the “Effective Date”) by and among **CITY OF JACKSON, MISSISSIPPI**, a body corporate and politic of the State of Mississippi (the “City” or “Developer”), and **JACKSON REDEVELOPMENT AUTHORITY**, a public body corporate and politic and the urban renewal agency of the City (“JRA”) and **JRA PUBLIC BENEFIT CORPORATION**, a Mississippi nonprofit corporation (“QALICB”).

RECITALS

WHEREAS, Developer is the fee simple owner of certain real property located at 201 E. Pascagoula Street, Jackson, MS 39201, as legally described on Exhibit A, attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, Developer is engaged in the development, repairing, improving, adorning and equipping the Russell C. Davis Planetarium and other authorized purposes with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities on the Property (collectively, the “Project”);

WHEREAS, Developer and JRA have entered into that certain Ground Lease Agreement dated as of the Effective Date (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the “City Ground Lease”) under which JRA holds a leasehold estate in the Demised Premises (as such term is defined in the City Ground Lease) and pursuant thereto and hereto, will participate in the development and financing of a portion of the Project with Developer and QALICB;

WHEREAS, JRA and QALICB have entered into that certain Ground Lease Agreement dated as of the Effective Date (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the “JRA Ground Lease”) under which QALICB holds a leasehold estate in the Demised Premises (as such term is defined in the JRA Ground Lease) and pursuant thereto and hereto, will participate in the development and financing of a portion of the Project with Developer and JRA;

WHEREAS, upon completion of the construction and development of the Project, QALICB will lease the Demised Premises to Developer pursuant to that certain Lease Agreement dated as of the Effective Date (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the “Operating Lease”) under which Developer will operate the Project;

WHEREAS, QALICB desires to utilize new markets tax credit (“NMTC”) financing for the purpose of financing the costs of constructing a portion of the Project through qualified low-income community investment loans which must meet certain terms and conditions to qualify for NMTCs under Section 45D of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, Hope New Markets ____, LLC, a Mississippi limited liability company (the “Hope CDE”) and Wells Fargo ____, LLC, a _____ limited liability company (the “Wells CDE”, together with Hope CDE, the “CDE Lenders”) are providing certain loans in the aggregate original principal amount of \$[_____] (collectively, the “QLICI Loans”) to QALICB, and

QALICB and the CDE Lenders are parties to (i) that certain Loan and Security Agreement dated of the Effective Date (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the “Loan Agreement”), (ii) that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the Effective Date (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the “Leasehold Mortgage”), and (iii) certain other ancillary loan documents (collectively, and together with the Loan Agreement and the Leasehold Mortgage, the “Loan Documents”), which set forth the terms and conditions under which the CDE Lenders will make the QLICI Loans to QALICB for the Project;

WHEREAS, the Project must satisfy all requirements of the Loan Documents, and any other agreements executed by QALICB, JRA or Developer in connection with the financing of the Project which may provide for funding of any portion of the Project (collectively, the “Financing Documents”), which set forth the terms and conditions for Project funding;

WHEREAS, JRA, acting in cooperation with the QALICB and Developer, desire to assist in the financing of the Project and hereby acknowledge and agree to the terms and conditions herein; and

WHEREAS, QALICB desires to appoint Developer exclusively to undertake the development and construction of the Project on behalf of QALICB in accordance with this Agreement, the Loan Documents, the Financing Documents, Section 45D of the Code, and all applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation, Capitalized Terms.** The above Recitals are hereby incorporated by this reference. Capitalized terms used herein and not otherwise defined shall have the meaning given in the Loan Documents.

2. **Appointment.** QALICB hereby appoints Developer to provide the Development Services (as defined below) and confirms and ratifies the appointment of Developer with regard to any Development Services rendered by Developer prior to and as of the date hereof with respect to the development and construction of the Project.

3. **Authority and Obligations.** QALICB acknowledges and agrees that pursuant to this Agreement, Developer has the authority and the obligation to undertake, and Developer, as of _____, 2023 has undertaken and agrees to continue to undertake for the benefit of QALICB, the following services for the benefit of QALICB and the Project (collectively as set forth below, the “Development Services”):

(A) act at the direction of QALICB in its relation with the CDE Lenders, project funders, and any governmental agency or authority with respect to matters relating to the development and construction of the Project as provided for in this Section 3;

(B) at the direction of QALICB, select the architect, contractor, engineer, construction manager, and any other necessary third party consultants (collectively, the “Construction Parties”) in connection with preparation of the renderings, design, drawings, plans and specifications for the development and construction of the Project (“Plans and Specifications”), and negotiate and enter into all necessary contracts in compliance with all applicable public bid laws, regulations, orders and requirements of all governmental, judicial or legal authorities having jurisdiction over the Project (including without limitation the Construction Contract) for the Project in Developer’s name;

(C) at the direction of QALICB, choose the products and materials necessary to equip the Project in a manner which satisfies all requirements of the Plans and Specifications;

(D) at the direction of QALICB, monitor for reimbursement purposes the disbursement and payment of amounts owed to the Construction Parties selected to complete the Project;

(E) at the direction of QALICB, undertake alternative solutions within the scope of the budget approved by QALICB and the CDE Lenders (“Project Budget”) whenever design details affect construction feasibility or schedules;

(F) be cognizant of and advise QALICB as needed with respect to any and all rules or regulations, city ordinances, including health and fire safety regulations, or any other requirements of law or governmental authorities applicable to the development and construction of the Project and to coordinate the services of professionals in connection therewith;

(G) ensure contractors obtain all necessary permits and approvals for and in connection with the development and construction of the Project, including but not limited to securing all Project code approvals and obtain certificates of occupancy for the Project, and in obtaining a contractor payment and performance bond;

(H) provide, and periodically update Project construction time schedule which coordinates and integrates the architect’s services with construction schedules;

(I) at the direction of QALICB, cause the Project to be completed in a prompt and expeditious manner, consistent with good workmanship, and in compliance with the following:

- (i) the Plans and Specifications as they may be amended by the agreement of the parties hereto, satisfying the construction related reporting requirements of all Project funders which are imposed upon QALICB or the Project and otherwise assist QALICB in meeting those and related requirements;

- (ii) applicable requirements set forth in the Loan Documents, but only such requirements that are in connection with and directly related to the Development Services set forth in Section 3(A) through (X) of this Agreement, including the obligations to cause the contractor to obtain and maintain insurance and/or bonding as set forth therein, and Developer hereby covenants that, notwithstanding any provision to the contrary in this Agreement and except as specifically permitted by the Loan Documents, it shall not approve any change or the use of any savings in any line item of the Project Budget to fund an actual or potential shortfall in any other line item thereof except in full compliance with the terms of the Loan Documents and with the consent of QALICB; and
- (iii) any and all zoning regulations, county ordinances, including health, fire and safety regulations, and any other requirements of federal, state and local laws, rules, regulations and ordinances applicable to construction of the Project, and in performance of its responsibilities hereunder, Developer covenants and agrees to observe and perform the terms, covenants, conditions, provisions and agreements to be performed by QALICB under the Loan Documents, but only with respect to the completion of the construction of the Project and the related Development Services set forth in Section 3(A) through (X) of this Agreement;

(J) at the direction of QALICB, ensure the Project is developed and completed free and clear of all mechanic's and materialmen's liens;

(K) at the direction of QALICB, coordinate the work of the architect to complete the Project in accordance with the objectives as to cost, time and quality, and provide sufficient personnel at the Property with authority to achieve such objectives;

(L) at the direction of QALICB, prepare a detailed schedule of realistic activity sequences and durations, allocation of labor and materials and processing of shop drawings and samples; perform regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete; and on request of QALICB provide QALICB documentation regarding the monitoring of the schedule and regarding any scheduling adjustments affecting the probable completion date for the Project;

(M) — at the direction of QALICB, revise and refine the approved estimate of Project cost, incorporate changes as they occur, and develop cash flow reports and forecasts as needed; provide regular monitoring of the approved estimate of Project cost, show actual costs for activities in process and estimates for uncompleted tasks, identify variances between actual and budgeted or estimated costs and advise QALICB whenever projected costs exceed budgeted or estimated costs;

(N) develop and implement a system for review and processing of change orders as to the Project;

(O) develop and implement a procedure for the review and processing of applications by contractors for progress and final payments;

(P) establish and implement procedures for expediting the processing and approval of shop drawings and samples;

(Q) record the progress of the Project and submit written progress reports to QALICB, including the percentage of completion and the number and amounts of change orders

(R) at the direction of QALICB, cause to be performed in a diligent and efficient manner the following:

(i) development of the Project, including any required off-site work; and

(ii) general administration and supervision of the Project, including but not limited to activities of contractors, and others employed as to the Project in a manner which complies in all respects with the Plans and Specifications;

(S) keep, or cause to be kept, accounts and cost records as to the Project;

(T) maintain, or cause to be maintained, at its expense, all accounting facilities and equipment necessary to adequately perform the foregoing functions;

(U) make available to QALICB, during normal business hours and upon its written request, copies of all contracts;

(V) maintain sufficient, reasonable and adequate documentation that provides objective evidence that details the time, effort, costs, and money spent by Developer on any of the services (e.g., time records or memoranda recounting meetings or other efforts as to such services);

(W) at the direction of QALICB, prepare requests for release of QLICI Loan proceeds for application to Project Costs (as defined below) and complete and submit all forms necessary therefor and take all other actions as necessary to comply with Section 45D of the Code as related to the Project;

(X) at the direction of QALICB, prepare a schedule of costs incurred by Developer prior to the date of consummation of the QLICI Loans in form and substance satisfactory to the CDE Lenders.

4. Project Completion. QALICB and Developer share a common interest in developing the Project and Developer has agreed to guarantee the completion of the Project in accordance with the Guaranty of Completion and Payment dated as of the Effective Date, by Developer for the benefit of the CDE Lenders (the "Guaranty"); therefore, in consideration for

such benefit, and in order to induce the CDE Lenders to make the QLICI Loans to QALICB, subject to the provisions of this Agreement, Developer agrees as follows:

(A) Developer shall collaterally assign all of Developer's right, title, and interest in this Agreement and all other agreements entered into by Developer for completion of the Project to the CDE Lenders, including any warranties provided by any third parties to such agreements and all permits, licenses, and approvals necessary for completion of the Project (collectively, the "Contracts and Permits"), pursuant to that certain Assignment of Construction Documents made by Developer in favor of the CDE Lenders. Developer agrees that, upon the occurrence of an Event of Default under the Guaranty or any of the other Loan Documents, the CDE Lenders shall have the right to enforce this Agreement and the Contracts and Permits to cause the Project to be completed by a third party (the "Completion Right"). If the CDE Lenders exercise the Completion Right, the CDE Lenders shall have no obligation to advance funds in excess of any remaining undisbursed QLICI Loan proceeds to pay Project Costs or other costs required to complete construction of the Project. QALICB and JRA hereby acknowledges and consents to the Completion Right.

(B) Developer acknowledges that the terms of the Leasehold Mortgage securing the QLICI Loans impose covenants and obligations upon QALICB, the performance and observance of which will (in whole or in part) be dependent on Developer's actions and inactions as the developer of the Project. QALICB has provided to Developer a copy of the Leasehold Mortgage, and Developer has reviewed and is familiar with the provisions of such Leasehold Mortgage. Developer hereby covenants and agrees that Developer shall not violate or cause a violation of any of the provisions of the Leasehold Mortgage, and that Developer shall take such actions, on a prompt and timely basis, as shall be necessary to enable QALICB to comply with the same. Any failure by Developer to observe or comply with the foregoing provisions that is not cured by (i) the end of the applicable cure period set forth in this Agreement, if any, or (ii) the applicable cure period afforded to QALICB under the provisions of the Leasehold Mortgage, whichever is the shorter period, shall constitute a default under this Agreement.

5. Initial Turnkey Payment; Turnkey Payments. The parties acknowledge that in connection with providing the Development Services, Developer has previously incurred certain costs and expenses in the total amount of \$[_____]. As part of the consideration to lease the Demised Premises, QALICB will pay Developer the amount of \$[_____] (the "Initial Turnkey Payment"), which Initial Turnkey Payment will be paid on the Effective Date as more particularly described in the Ground Lease. Subject to the consent of the CDE Lenders, QALICB agrees to make additional payments under this Agreement (the "Turnkey Payments") for a portion of Developer's actual costs and expenses incurred or involved in providing Development Services hereunder anticipated to be in the amount of \$[_____], and any amounts incurred or paid by Developer under any agreements entered into by Developer for the purpose of undertaking or completing the Project, including without limitation the Construction Contract and Architect Agreement, subject to the amounts provided in the Project Budget (collectively, "Project Costs"). Such Turnkey Payments will be made by QALICB as such funds are made available to QALICB pursuant to that certain Disbursement Agreement dated as of the Effective Date (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "Disbursement

Agreement”), by and among QALICB, Developer, [Wells Fargo, a _____], and the CDE Lender, following delivery of an invoice for reimbursable costs from Developer to QALICB and any and all other materials required to be submitted by QALICB pursuant to the Loan Documents as a condition precedent to the disbursement or release of QALICI Loan proceeds pursuant to the Disbursement Agreement. The anticipated schedule of Turnkey Payments is attached hereto as **Exhibit B**.

6. City Contribution/JRA Leverage Loan. The parties acknowledge and agree that in connection with the NMTC financing arrangements, JRA will be providing a leverage loan in the amount of \$[_____] (the “Leverage Loan”) to [Wells Fargo Investment Fund]. The City has agreed to contribute (a) a portion of the bond proceeds from the issuance of its taxable general obligation bonds in one or more series in a total aggregate principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000)(the “Bonds”) (b) federal grant funds and (c) any other legally available revenues of the City in support of the Project. In addition, JRA will be accepting various other sources of capital, including but not limited to, additional bridge loan financing, in order to provide funding for the Leverage Loan.

7. Default. Developer and JRA acknowledge that the terms of the Loan Documents evidencing, governing and securing the Project funding impose covenants and obligations upon QALICB, the performance and observance of which will (in part) be dependent on Developer’s actions and inactions as the developer of the Project. QALICB has provided to Developer and JRA copies of the Loan Documents, and Developer and JRA have reviewed and are familiar with the provisions of such Loan Documents. Developer and JRA shall take such actions, on a prompt and timely basis, as shall be necessary to enable QALICB to comply with such Loan Documents; provided, however, that Developer’s obligations shall be limited to providing Development Services hereunder and nothing contained in this Agreement shall be construed as imposing additional obligations upon Developer with respect to the Loan Documents. Any failure by Developer or JRA to substantially comply with a material provision under this Agreement that is not cured by (i) the end of a thirty (30) calendar day opportunity to cure such default after receipt of written notice of the same from QALICB, or (ii) the applicable cure period afforded to QALICB under the provisions of the Loan Documents, whichever is the shorter period, shall constitute a default under this Agreement; provided, however, that the cure period to comply may be extended for an additional sixty (60) days if the ability to cure such failure to comply within the specified cure period is not within the reasonable control of JRA or Developer. QALICB may concurrently or successively pursue any remedy at law or in equity, including, but not limited to, the following: (a) terminate this Agreement; or (b) withhold any disputed amounts due to Developer. All amounts withheld by QALICB shall be promptly released to Developer only after Developer has cured the default justifying the withholding, as demonstrated by evidence reasonably acceptable to QALICB.

8. Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “Notice”) in writing and addressed to the other party at its address set out below (or to such other address that the receiving party may designate from time to time in accordance with this Section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Notice to QALICB: JRA Public Benefit Corporation

Jackson, MS _____
Attention: President, Board of Directors
Facsimile: _____
Email: _____

with a copy to: Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
Attention: Jet Hollingsworth
Facsimile: (601) 985-4500
Email: jet.hollingsworth@butlersnow.com

and to: _____

Attention: _____
Facsimile: _____
Email: _____

Notice to Developer: City of Jackson, Mississippi

Attention: _____
Facsimile: _____
Email: _____

with a copy to: _____

Attention: _____
Facsimile: _____
Email: _____

and to: _____

Attention: _____
Facsimile: _____
Email: _____

Notice to JRA:

Attention: _____
Facsimile: _____

Email: _____

and to:

Attention: _____

Facsimile: _____

Email: _____

Copies of all notices provided hereunder shall be simultaneously provided to the CDE Lenders as provided in the Loan Agreement.

9. Successors and Assigns. This Agreement shall be binding on the parties hereto, their heirs, successors, and assigns. Except as expressly set forth herein, this Agreement may not be assigned by either party without the written consent of the other, provided that by execution of this Agreement, Developer and JRA consent to the assignment by QALICB to the extent required under the terms of the Loan Documents.

10. Severability of Provisions. Each provision of this Agreement shall be considered severable and if, for any reason, any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

11. Entire Agreement. This Agreement, together with all related exhibits and schedules, is the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile machine, portable document format ("PDF"), Electronic Signature (as defined below) or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The effectiveness of any such documents and signatures shall, subject to applicable laws, have the same force and effect as manually signed originals and shall be binding on the parties. "Electronic Signature" means any symbol or process attached to a document or instrument and executed or adopted by a person with the intent to sign the document or instrument, including, without limitation, any digital representation of a party's signature created by scanning such party's signature or by any electronic signature service such as DocuSign. The parties agree to mutually cooperate with each other to assist in obtaining and finalizing the NMTC financing transaction including, without limitation, amending this Agreement as necessary and reasonably requested by the CDE Lenders to finalize or carryout the terms or requirements for the same.

12. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Mississippi.

13. Third Party Beneficiaries. Unless otherwise evidenced in writing signed by all parties, QALICB, JRA and Developer do not intend to benefit any party that is not a party to this Agreement and no such party shall be deemed to be a third party beneficiary of this Agreement or any provision hereof; provided, however, that QALICB, JRA and Developer agree that the CDE Lenders are an intended third party beneficiary of this Agreement with the right to enforce the same as specified in Section 4 above, and the provisions of this Agreement shall not be amended, restated, modified or terminated without the prior written consent of the CDE Lenders.

[Signatures on following page]

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

DEVELOPER:

CITY OF JACKSON, MISSISSIPPI, a body corporate and politic of the State of Mississippi

By: _____

JRA:

JACKSON REDEVELOPMENT AUTHORITY, a public body corporate and politic and the urban renewal agency for the City of Jackson, Mississippi

By: _____

QALICB:

JRA PUBLIC BENEFIT CORPORATION,
a Mississippi nonprofit corporation

By: _____
President, Board of Directors

EXHIBIT A
PROPERTY

EXHIBIT B

TURNKEY PAYMENTS

EXHIBIT G
JRA GROUND LEASE AGREEMENT

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Agreement"), dated as of _____, 2023 (the "Effective Date"), is made between **JACKSON REDEVELOPMENT AUTHORITY**, a public body corporate and politic and the urban renewal agency of the City ("Lessor"), and **JRA PUBLIC BENEFIT CORPORATION**, a Mississippi nonprofit corporation ("Lessee").

W I T N E S S E T H

WHEREAS, Lessor is the ground lessee of certain real property located in 201 E. Pascagoula Street, Jackson, MS 39201, and more particularly described on Exhibit A attached hereto (the "Property") pursuant to that certain Ground Lease Agreement dated as of the Effective Date (the "City Ground Lease") by and between the City of Jackson, Mississippi, a public body corporate and politic of the State of Mississippi (the "City"), as lessor therein, and the Lessor, as lessee therein; and

WHEREAS, Lessor has determined that it is necessary and appropriate to lease the Property and the improvements hereafter constructed thereon (including, but not limited to, the Improvements (as defined below)), as well as certain work in progress undertaken by the City as more particularly described on Exhibit B attached hereto (the "WIP"), to Lessee with the understanding that Lessor, in cooperation with Lessee, will continue to cause development, repairing, improving, adorning and equipping the Russell C. Davis Planetarium and other authorized purposes with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities on the Property, as more fully described on Exhibit C attached hereto (collectively, the "Improvements," and, together with the Property and the WIP, the "Demised Premises") in accordance with the Development Agreement (as defined below) and the Plans and Specifications (as defined in the Development Agreement); and

WHEREAS, City, Lessor and Lessee have entered into that certain Development Services Agreement dated as of the Effective Date (as the same may be amended, assigned, restated, modified or supplemented from time to time, the "Development Agreement") pursuant to which City will cause the development and construction of the Improvements and Lessee will make turnkey development payments (the "Turnkey Payments") using the proceeds of certain loans in the aggregate original principal amount of \$[_____] (collectively, the "CDE Loans") from Hope New Markets __, LLC, a Mississippi limited liability company (the "Hope CDE") and Wells Fargo __, LLC, a _____ limited liability company (the "Wells CDE" together with the HOPE CDE, the "CDE Lenders"), pursuant to that certain Loan and Security Agreement between Lessee, as borrower, and CDE Lenders, as lender, dated as of the Effective Date (as the same may be amended, assigned, restated, renewed modified or supplemented from time to time, the "CDE Loan Agreement"), and certain other ancillary documents (collectively and together with the CDE Loan Agreement, the "CDE Loan Documents"); and

WHEREAS, Lessee (in its capacity as lessor under the Operating Lease (as defined below)) has agreed to lease the Demised Premises to City (in its capacity as lessee under the Operating Lease), pursuant to that certain Lease Agreement dated as of the Effective Date, between City and Lessee (as the same may be amended, assigned, restated, modified or supplemented from time to time, the "Operating Lease").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. LEASE OF THE DEMISED PREMISES

A. General. The intent of Lessor and Lessee is that Lessor shall lease to Lessee the Demised Premises. Lessor hereby grants and leases to Lessee, and Lessee hereby accepts, upon the terms and conditions hereinafter set forth, the Demised Premises to be used by Lessee to cause the development of the Demised Premises and lease the Demised Premises to the City for operations of the Russell C. Davis Planetarium.

B. Term. The term of this Agreement shall commence on _____, 2023, subject to the performance of the parties of the terms and conditions hereof (the "Commencement Date"), and shall continue until _____, 2074 (the "Expiration Date"). At the Expiration Date, Lessee shall surrender to Lessor the Demised Premises in good and clean condition (ordinary wear and tear excepted) and free of all personal property of Lessee; provided, however, that Lessee shall have no obligation to maintain any portion of the Demised Premises for the period beyond their economic useful life (determined as of the Commencement Date), and Lessee shall execute and deliver to Lessor any and all instruments and documents that Lessor reasonably requests to effectively transfer, assign, and convey the Demised Premises to Lessor, free of any encumbrances, excluding any Permitted Liens (as defined in the CDE Loan Agreement).

C. Consideration. Lessor hereby leases its interest in the Demised Premises to Lessee for the term of this Agreement with the understanding and agreement that, subject to the terms of the Development Agreement, Lessor shall cause the Improvements to be constructed in accordance with the Plans and Specifications. Lessor and Lessee agree that in exchange for the rights granted to Lessee under this Agreement, (i) using a portion of the proceeds of the CDE Loans, Lessee shall pay the Initial Turnkey Payment (as defined below) as set forth in Section I.G. below, (ii) using a portion of the proceeds of the CDE Loans, Lessee shall make the Turnkey Payments to City pursuant to the terms of the Development Agreement to pay a portion of the costs to develop and construct the Improvements on the Property, and (iii) City shall pay the remaining portion of the costs to develop and construct the Improvements on the Property, which upon completion shall be deemed a contribution in kind from City to Lessor pursuant to the City Ground Lease (the "Contribution"). The Lessor will in turn make the Contribution of remaining costs to Lessee pursuant to this Agreement. The amount of the Contribution is anticipated to be \$[_____].

D. Utilities. Lessor and Lessee agree, during the term of this Agreement, Lessee shall pay before delinquency, all charges for use of telephone, water, gas, heat, electricity, trash, sewer and all other utilities and services of whatever kind and nature which may be used in or upon the Demised Premises adequate for the intended purposes in full compliance with all governmental laws and regulations.

E. Taxes. Lessee shall pay all real estate taxes, special assessments and any other taxes, assessments or public charges levied or assessed by lawful authority against the Demised Premises attributable to the period during the term of this Agreement on or before the due date thereof, unless contested by Lessee in good faith. Lessee shall have the right to contest, in good

faith, by appropriate proceedings, the amount, applicability, or validity of any such taxes or assessments. Lessee shall be responsible to pay its respective taxes on income and all its employee related taxes, if any, in connection with the operations of the Demised Premises. As between Lessor and Lessee, Lessee has the exclusive right (but shall be under no obligation), at its expense, to endeavor at any time or times to obtain a reduction in the assessed valuation of the Demised Premises, or any part thereof, for the purpose of reducing the real estate taxes, including the right to prosecute administrative and/or judicial proceedings and judicial review and appeal of any decision which Lessee, in its sole discretion, considers adverse, and the right to settle or compromise any such proceedings. Lessor will offer no objection and, at the request of Lessee, will cooperate with Lessee, without cost or expense to Lessor, in effecting such a reduction. Lessee shall be authorized to collect any tax refund payable because of any proceeding Lessee may institute, and any such tax refund shall be the property of Lessee, to the extent to which it is based on a payment made by Lessee.

So long as the Operating Lease is in effect, the parties hereto acknowledge and agree that the leasehold interest in the Demised Premises under this Agreement shall be exempt from ad valorem taxes pursuant to Mississippi law, including Section 27-31-1(b) of the Mississippi Code of 1972, as amended.

F. Quiet Enjoyment. As long as no default by Lessee in the performance of its obligations hereunder exists, Lessor covenants and agrees that Lessee shall and may peaceably have, hold, and enjoy the occupancy and use of the Demised Premises to the extent provided herein free from molestation, eviction or disturbance by Lessor or any other persons or legal entity whatsoever, and as long as no default by Lessee in the performance of its obligations hereunder exists, and upon expiration or termination of the Operating Lease, the parties hereto acknowledge and agree that Lessee shall have the right to occupy, use and operate the Demised Premises for the term of this Agreement for any use permitted by law without any disturbance or restriction by Lessor or any other persons. As long as no default by Lessee in the performance of its obligations hereunder exists, and upon expiration or termination of the Operating Lease, Lessor hereby covenants that, should Lessee determine that any easements are necessary in order for Lessee to occupy, use and operate the Demised Premises for the term of this Agreement, Lessor shall grant to Lessee any easements and shall take any other action available to Lessor that may be required in order to allow Lessee to occupy, use and operate the Demised Premises for the term of this Agreement.

G. Initial Turnkey Payment: Turnkey Payments. The parties acknowledge that City has incurred costs in the total amount of \$[] in connection with the WIP. As part of the consideration to lease the Demised Premises for the term of this Agreement as provided in Section C. above, Lessee shall pay to City the amount of \$[] (the "Initial Turnkey Payment"), payable on or before the date hereof in one initial upfront installment. The Initial Turnkey Payment shall be made directly to Lessor pursuant to the Flow of Funds Memorandum (as defined in the CDE Loan Agreement).

The parties acknowledge that pursuant to the Development Agreement, it is anticipated that City will incur additional costs in the amount of \$[], in connection with the development and construction of a portion of the Improvements. As part of the consideration to lease the Demised Premises for the term of this Agreement as provided in Section C. above, Lessee shall pay to City the Turkey Payments, payable as set forth in the Development Agreement. The

parties hereto acknowledge and agree that the foregoing transactions will be classified for federal income tax purposes as set forth in Section VI.B. below.

Further, Lessor agrees to allow the Construction Parties (as defined in the Development Agreement) to access the Demised Premises for the purposes of completing the work contemplated under the Development Agreement.

H. Development Agreement. Lessor and Lessee shall observe all requirements, terms and conditions of the Development Agreement. To the extent reasonably necessary, and without violating the laws of the State of Mississippi, Lessor and Lessee shall cooperate with each other to obtain the required permits, approvals, and authorizations for the construction of the Improvements in accordance with this Agreement, including by joining in applications for building permits, subdivision plat approvals, certificates of dedication, public works or other agreements, utility easements, permits for sewer, water and other utility services, and the dedication to the applicable governmental authorities of such title to or easements for utility, roadway and slope or storm drainage areas or facilities as are reasonably necessary or desirable.

II. CONSTRUCTION OF THE IMPROVEMENTS

A. Construction of the Improvements. Lessor shall cause the Improvements to be constructed on the Property in accordance with the Plans and Specifications and the terms and conditions of the Development Agreement. Pursuant to the Development Agreement, Lessee has appointed City to provide for, or cause to be provided for, the complete construction of the Improvements.

B. Lessee to Bear a Portion of Construction Costs. Lessee is financing a portion of the costs to complete the construction of the Improvements on the Property pursuant to the CDE Loan Documents. Turnkey Payments for a portion of the costs of construction of the Improvements shall be made from the moneys which shall be disbursed for this purpose in accordance and upon compliance with the CDE Loan Agreement and as provided for under the Development Agreement, the City Ground Lease and this Agreement.

C. Risk of Loss. Lessee will be responsible for and will indemnify, defend, save and hold harmless Lessor against all damage done to the Demised Premises because of any negligent act or omission by Lessee, its employees, subcontractors, or agents.

III. LIENS

Lessee shall not create or allow a lien or claim of any kind to be filed or claimed against Lessor's interest in the Demised Premises during the continuance of this Agreement, except to the extent that the creation of such lien or liens is specifically authorized by a provision in this Agreement, the CDE Loan Agreement, or the written consent of Lessor. If any prohibited lien is claimed or filed because of any act or omission by Lessee, its employees, subcontractors, or agents, Lessee shall cause the Demised Premises to be released from the claim within 30 days after Lessor is given written notice of the claim and transmits written notice of its receipt to Lessee, whichever 30-day period expires earlier. Lessee will cause such release either by paying to the court the amount necessary to relieve and release the Demised Premises from such claim, or in any other manner which, as a matter of law, will result, within the 30-day period, in releasing Lessor and its title from the claim.

IV. INSURANCE; DESTRUCTION OR CONDEMNATION

A. Insurance. From and after any earlier date when Lessee, or City pursuant to the Operating Lease, makes actual use of and occupies the Demised Premises or any part of it, Lessee shall cause to be written a policy or policies of insurance in the form generally known as public liability policies. The policies shall insure Lessee against all claims and demands made by any person or persons for injuries received in connection with the operating and maintenance of the Demised Premises and for any other risk insured against by such policies. Each class of policies shall be written within limits of not less than \$500,000 for damages incurred or claimed by any one person for bodily injury, or otherwise, and damages to property or as otherwise required under the CDE Loan Agreement and the other CDE Loan Documents. All such policies shall name Lessee, Lessor, City and each Lender (as defined below), as their respective interests may appear, as the insured persons. Lessee shall promptly deliver the original or a duplicate original of each policy or policies to Lessor and each Lender as soon as they are written, together with adequate evidence of the fact that the premiums are paid.

B. Lessee's Insurance Obligation. From and after the time this Agreement commences, Lessee will keep insured or cause to be kept insured all buildings and improvements upon the Property against all loss or damage by fire and windstorm, together with "extended coverage." The amount of insurance shall at all times be sufficient to prevent any party in interest from being or becoming a co-insurer on any part of the risk, and shall not be less than 80 percent of the full insurable value. All such policies shall name Lessee, City, Lessor and each Lender, as their respective interests may appear, as the insured persons. Without limiting the foregoing, for so long as the CDE Loans remain outstanding, Lessee shall maintain in full force and effect such insurance coverages as are required to be maintained under the CDE Loan Agreement.

C. Insurance Premiums. Lessee shall pay premiums for all of the insurance policies it is required to carry under the terms of this Agreement, and shall deliver to Lessor, City and each Lender evidence of such payment before the payment of any premiums become in default. Lessee shall also cause renewals of expiring policies to be written and the policies or copies thereof, as required by this Agreement, to be delivered to Lessor, City and each Lender as it may request.

D. Destruction or Damage. If during the term of this Agreement, all or any portion of the Demised Premises is destroyed or damaged as the result of fire, windstorm, or other casualty, Lessee shall immediately notify the applicable insurers; Lessor, City and each Lender of the destruction or damage, and Lessee, at its expense or at the expense of any lessee under the Operating Lease, shall repair or replace or cause to be repaired or replaced the destroyed or damaged Demised Premises. Unless otherwise required by the CDE Loan Agreement or any other CDE Loan Document, the proceeds of all insurance maintained by Lessee on the Demised Premises shall be applied in accordance with the CDE Loan Agreement and the other CDE Loan Documents, and if no loan is outstanding that is secured by a lien on the Demised Premises, then applied: first, to pay the costs of clearing and restoring the Demised Premises; and second, to Lessee. Notwithstanding anything herein to the contrary, for so long as the CDE Loans remain outstanding, all insurance proceeds shall be applied in accordance with the CDE Loan Agreement and the other CDE Loan Documents.

E. Condemnation. If all or any portion of the Property is taken for any public or

quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain or private purchase, the following provisions shall apply: 1) subject to the rights of each Lender under the Leasehold Deed of Trust, Lessee shall receive that part of any award or compensation that is attributable to the fair market value of Lessee's leasehold estate in the Property, including leasehold improvements, together with any severance damages determined by a court of competent jurisdiction, and 2) Lessor shall receive that part of any award of compensation that is attributable to the fair market value of Lessor's estate in the Property (including the reversionary interest). Notwithstanding anything herein to the contrary, for so long as the CDE Loans remain outstanding, all condemnation proceeds shall be applied in accordance with the CDE Loan Agreement and the other CDE Loan Documents.

V. REPAIR OBLIGATIONS

During the continuance of this Agreement, Lessee shall keep or cause the lessee under the Operating Lease to keep in good state of repair and in commercially reasonable condition the Demised Premises (reasonable wear and tear excepted). Lessee shall promptly repair, at its expense and in a manner reasonably acceptable to Lessor, any damage to Lessor's property or to the property of others caused by Lessee or its managers, officers, agents, employees, or contractors. Lessee or a lessee under the Operating Lease shall not suffer or permit any strip, waste, or neglect of the Demised Premises to be committed. Lessee shall repair, replace, and renovate the Demised Premises as often as necessary to keep the Demised Premises in repair and condition suitable for public elementary school education standards. Notwithstanding the foregoing, Lessee shall have no obligation to maintain any portion of the Demised Premises for the period beyond their useful life (determined as of the Commencement Date).

Lessor and Lessee agree that on the commencement date of the Operating Lease, City shall assume all responsibilities and liabilities to operate and maintain the Demised Premises in conformity with the provisions contained herein. Notwithstanding the foregoing, City (in its capacity as Lessee under the Operating Lease) shall have no obligation to maintain any portion of the Demised Premises for the period beyond their useful life (determined as of the Commencement Date).

VI. SPECIAL CONDITIONS

A. Compliance with New Markets Tax Credits. Lessee acknowledges that the Improvements to be constructed upon the Property by Lessor will be financed utilizing federal New Markets Tax Credits (the "Tax Credits") authorized under Section 45D of the Internal Revenue Code of 1986, as amended (the "Code"), and both Lessee and Lessor agree that no action shall be taken by any party without the written consent of all parties that would in any way jeopardize or threaten the validity of the Tax Credits during the seven (7) year period wherein such credits are subject to recapture under Section 45D(g) of the Code. During the term of the CDE Loan Agreement, neither Lessor nor Lessee shall be entitled to use, nor permit the use of, the Demised Premises for any Excluded Activity or Business (as defined in the CDE Loan Agreement).

B. Transfer of Ownership for Federal Income Tax Purposes. Notwithstanding anything to the contrary contained in this Agreement, Lessor and Lessee hereby agree and acknowledge that, notwithstanding the form of this transaction as a lease for local and state law

purposes, it is the intent of each that this transaction be treated as a sale or grant of the Demised Premises from Lessor to Lessee, and for Lessee to be treated as the owner of the Demised Premises, for federal income tax purposes. For Federal income tax and accounting purposes, Lessor recognizes and shall continue to recognize (i) Lessee as the owner of the Demised Premises pursuant to this Agreement, and (ii) this Agreement as transferring ownership to Lessee; Lessor and Lessee agree that neither shall take any tax reporting position to the contrary. In furtherance and not in limitation of the foregoing, Lessor and Lessee agree that (i) to the greatest extent possible, the risk of loss and the benefits of profit and appreciation with respect to the Demised Premises shall reside with Lessee, (iii) it is not Lessor's intent to realize any meaningful residual value from the Demised Premises on or after the date hereof, and (iv) Lessee alone shall be entitled to all of the tax attributes of ownership of the Demised Premises, including, without limitation, the right to claim depreciation or cost recovery deductions.

C. Ground Lease Pledged to Lenders.

- (1) Lessee shall have the right to mortgage and otherwise encumber this Agreement and Lessee's leasehold interest, in whole or in part, by one or more leasehold deed of trusts, including, but not limited to, the CDE Lender Deed of Trust (as defined below) (a "Leasehold Deed of Trust") to any person or entity. Any Leasehold Deed of Trust shall not constitute a lien on Lessor's ground lease interest in the Property. No holder of any such Leasehold Deed of Trust (together with the CDE Lender, a "Lender") shall be liable for performance of any of the covenants and obligations of Lessee under this Agreement, except during any period from and after such Lender's actual possession of, and exercise of Lessee's rights with respect to the Demised Premises. Lessor consents to Lessee's assignment of rents in and to the Demised Premises to a Lender, and for a Lender in any action that relates in any manner to foreclosure of its Leasehold Deed of Trust and/or exercise its assignment or rents, to be entitled to the appointment of a receiver. Lessee shall have the right to assign insurance proceeds to a Lender and Lessor acknowledges that the application of any insurance or condemnation proceeds shall be controlled by the CDE Loan Agreement and the other CDE Loan Documents.
- (2) Lessor acknowledges that Lessee will enter into the CDE Loan Agreement and the other CDE Loan Documents, pursuant to which the CDE Lender will make the CDE Loans, the proceeds of which will be used by Lessee to make the Turnkey Payments in connection with the development and construction of the Improvements and the other permitted uses provided in the CDE Loan Documents. Lessor further acknowledges and agrees that Lessee's leasehold interest hereunder has been pledged to the CDE Lenders as collateral for the CDE Loans under the CDE Loan Agreement, pursuant to that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the Effective Date made by Lessee in favor of the CDE Lenders (the "CDE Lender Deed of Trust"). Lessor hereby consents to the CDE Lender Deed of Trust, the CDE Loan Documents and all of the terms thereof. The CDE Lenders shall be a Lender for all purposes hereunder and the CDE Lender Deed of Trust shall be a Leasehold Deed of Trust for all purposes hereunder.
- (3) Lessor agrees not to accept a voluntary: (a) surrender, (b) termination or (c)

amendment of this Agreement, the Development Agreement, the City Ground Lease or the Operating Lease by Lessee, at any time while a Leasehold Deed of Trust shall remain a lien on Lessee's leasehold interest, without the prior written consent of the applicable Lender.

- (4) If Lessee or Lessor fails to keep, observe or perform any of the terms of this Agreement required to be kept, observed or performed by it, in addition to any notice to Lessee or Lessor, required hereunder, Lessor or Lessee, as applicable, shall give written notice of such failure to each Lender in accordance with the notice provisions contained herein. No notice of a failure or other default by Lessor or Lessee under or with respect to this Agreement shall be deemed to have been duly given unless and until a copy thereof has been so served on each Lender. Lessor and Lessee agree to accept performance by any Lender with the same force and effect as though kept, observed or performed by Lessee or Lessor, as applicable. Such Lender shall have the same right as Lessee or Lessor to enter the Demised Premises for the express purpose of keeping, observing or performing such terms. Notwithstanding anything to the contrary in this Agreement, Lessor and Lessee agree that in the event of a default under this Agreement that would give Lessor or Lessee the right, immediately or after the lapse of a period of time, to cancel or terminate this Agreement or exercise any of its other rights or remedies hereunder, Lessor or Lessee, as applicable, shall not exercise such right unless and until (a) Lessor or Lessee has given written notice to each Lender of such default, act or omission, (b) Lessor or Lessee has given each Lender an opportunity to cure, and (c) such Lender or its designee has failed to cure or remedy the default, act or omission within thirty (30) days after the expiration of Lessee's or Lessor's cure period in the case of a default in the due and punctual payment of any taxes, insurance premiums or other charges or monetary amounts required to be paid under this Agreement and within sixty (60) days after the expiration of Lessee's or Lessor's cure period in the case of a failure to observe or perform any other material terms of this Agreement to be observed or performed by Lessee, and if such default cannot with due diligence and good faith be cured within such sixty (60) day period, then such longer period of time as may be reasonably necessary, not to exceed one hundred eighty (180) days.
- (5) Any Lender which cures a default shall be subrogated to all of rights of Lessor against Lessee with respect to such default.
- (6) In addition to any rights and remedies a Lender may have pursuant to a Leasehold Deed of Trust or under any other applicable documents governing the terms of Lessee's and such Lender's agreements with respect to the Demised Premises, if a default exists under this Agreement, Lessor shall not terminate this Agreement or take any steps to obtain control or possession of the Demised Premises if, within a period not in excess of ninety (90) days following Lessor's written notice to such Lender of the occurrence of such default, the Lender (a) commences foreclosure or other appropriate proceedings or is taking other steps to obtain control or possession of the Demised Premises and, (b) makes payment of all past due amounts, and is making payment of all sums due Lessor, when due, and (c) if such default is reasonably susceptible to cure by such Lender (taking into account, among other

things, such Lender not being in possession), is taking reasonable steps to cure same, in which event, such Lender, upon appropriate notice to Lessor, shall have the right: (i) to acquire by foreclosure proceedings or other appropriate steps Lessee's interest in this Agreement, and (ii) to remove Lessee from the Demised Premises. Such Lender shall not be required to institute foreclosure proceedings if it is able to acquire and does acquire Lessee's leasehold interest by any other legal means, including, without limitation, voluntary assignment. Lessor agrees that if by reason of a bankruptcy, insolvency or similar type proceeding, or by reason of any other judicial order or legislative enactment, the Lender shall be stayed from commencing (or if commenced, from continuing) foreclosure proceedings or other appropriate steps, then the Lender shall be deemed to be prosecuting such proceedings with diligence and continuously so long as it is in good faith attempting to obtain relief from any such stay.

- (7) Any Lender shall be given prompt notice by Lessor and Lessee of any legal proceedings by the parties hereto involving obligations under this Agreement, and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. If any Lender shall not elect to intervene or become a party to such proceedings, the Lender shall receive notice of, and a copy of any award or decision made in, said proceedings which shall be binding on all Lenders not intervening after the receipt of notice of the proceeding.
- (8) Notwithstanding anything to the contrary in this Agreement, any foreclosure, or any exercise of rights or remedies under any Leasehold Deed of Trust, shall not be deemed to violate this Agreement or require the consent of Lessor. If Lender or its nominee or designee succeeds to the interest of Lessee under this Agreement ("Successor Lessee"), subject to Lender's performance of Lessee's obligations under this Agreement, this Agreement will continue in full force and effect. Thereupon, Lessor shall recognize the Successor Lessee and its rights thereunder and Lessor shall make full and complete attornment to Successor Lessee as substitute lessee upon the same terms, covenants and conditions as provided in this Agreement.
- (9) Nothing herein shall impose upon Lender any liability for the obligations of Lessee unless and until Lender takes title to the Demised Premises. Neither the making of the loans pursuant to the CDE Loan Agreement, nor being a third party beneficiary of this Agreement, nor the exercise by Lender of its rights under this Agreement or the Leasehold Deed of Trust, shall be deemed to make Lender a mortgagee-in-possession. In the event that Successor Lessee shall acquire title to the Demised Premises, Successor Lessee shall have no obligation, nor incur any liability, beyond Successor Lessee's then interest, if any, in the Demised Premises, and Lessor shall look exclusively to such interest, if any, of Successor Lessee in the Demised Premises for the payment and discharge of any obligations imposed upon Successor Lessee hereunder, and Successor Lessee is hereby released or relieved of any other liability hereunder. Lessor agrees that, with respect to any money judgment which may be obtained or secured by Lessor against Successor Lessee, Lessor shall look solely to the estate or interest owned by Successor Lessee in the Demised Premises,

and Lessor will not collect or attempt to collect any such judgment out of any other assets of Successor Lessee. Lessor agrees that, if Successor Lessee shall succeed to the interest of Lessee under this Agreement, Successor Lessee shall not be:

- (a) liable for any prior act or omission of Lessee or any prior tenant, or for consequential damages arising therefrom, *provided, however*, that nothing herein shall be deemed to release Successor Lessee from any obligation under the Agreement arising during Successor Lessee's ownership of the Demised Premises; or
 - (b) subject to any claims or defenses which Lessor might have as to Lessee, *provided, however*, that nothing herein shall be deemed to limit Successor Lessee's obligation to perform all obligations of Lessee under this Agreement during Successor Lessee's ownership of the Demised Premises; or
 - (c) bound by any amendments or modifications of this Agreement made without Lender's or Successor Lessee's prior written consent.
- (10) Lessee may delegate irrevocably to a Lender the authority to exercise all of Lessee's rights hereunder, but no such delegation shall be binding upon Lessor unless and until either Lessee or said Lender gives to Lessor a true copy of a written instrument effecting such delegation. Such delegation of authority may be effected by the terms of the Leasehold Deed of Trust itself, in which case the service upon Lessor of a true copy of the Leasehold Deed of Trust in accordance with this Article, together with a written notice specifying the provision therein which delegates such authority to said Lender, shall be sufficient to give Lessor notice of such delegation.
- (11) Any Lender may at the time of any damage or destruction to the Demised Premises or any machinery, fixtures or equipment therein, by fire or otherwise, at its sole cost and expense, repair the same or construct new buildings, as the case may be, in accordance with the plans and specifications approved by each such Lender, and in such event, if the Lender repairs or constructs in accordance herewith, it shall be subrogated to the rights of Lessee to all insurance proceeds payable as a result of such damage or destruction.
- (12) Lessor agrees that the name of any Lender may be added as a named insured or to the "loss payable endorsement" or named under a standard mortgagee clause of all insurance policies required to be carried by Lessee hereunder on the condition that the insurance proceeds are to be applied in the manner specified in the Leasehold Deed of Trust in first lien position. The proceeds of any insurance policies or arising from a condemnation are to be held by the Lender whose Leasehold Deed of Trust is prior in lien to any other Leasehold Deed of Trust, and distributed pursuant to the provisions of this Agreement and the CDE Loan Documents, but the Lender may reserve the right to apply all, or any part, of Lessee's share of such proceeds to the Leasehold Deed of Trust debt pursuant to such Leasehold Deed of Trust before or in lieu of any required application of such proceeds hereunder.
- (13) Lessor hereby acknowledges that the Lenders may require estoppel certificates in

substantially the form as attached hereto as Exhibit E (an “Estoppel Certificate”), consents, approvals or other written documentation from Lessor and from certain third parties that may from time to time have a property, regulatory or other interest in the Demised Premises in connection with any Leasehold Deed of Trust, and Lessor hereby agrees to (i) within twenty (20) days after written request, deliver all such documentation as Lessee or any Lender may reasonably require (including, but not limited to an Estoppel Certificate), provided that nothing therein materially adversely affects the rights of Lessor, and (ii) promptly cooperate with Lessee and any Lender holding Leasehold Deed of Trust in order to obtain any such written documentation from any such third parties. It is understood that Lessor shall not be obligated to expend any funds or incur any liabilities in implementation of the foregoing, and Lessor shall be reimbursed by Lessee for all such out-of-pocket costs and expenses incurred by Lessor in connection therewith.

- (14) As to Section VI.C., (i) each Lender shall be a third-party beneficiary hereof and (ii) such section shall be self-operative, and no further instrument is necessary.
- (15) For so long as the CDE Loan Agreement remains in effect, Lessee and Lessor shall provide such information as may be reasonably requested by the CDE Lender to comply with requirements of the CDFI Fund (as defined in the CDE Loan Agreement) with respect to the Tax Credit data collection. The Demised Premises shall be operated in a manner that satisfies and shall continue to satisfy all restrictions applicable to the Demised Premises and real property on which the Demised Premises is located and qualified businesses under Section 45D of the Code and Treasury Regulations (as defined in the CDE Loan Agreement).

D. New Lease. If Lessor terminates this Agreement because of an event of default not cured by Lender or a foreclosure of Lessee’s interest in this Agreement, or if this Agreement is terminated for any other reason, or if this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditors’ rights, Lessor shall give written notice that such termination has occurred to each Lender of which Lessor has been informed. In addition to any other rights the Lender may have hereunder, if, within forty-five (45) days after the receipt of such notice, such Lender shall have effected a cure of all monetary defaults of Lessee, and within one hundred eighty (180) days after the receipt of such notice such Lender shall have effected a cure of all non-monetary defaults of Lessee which are susceptible of cure by a third party within such period (expressly excluding breaches of personal covenant defaults of such Lessee, such as maintenance of organizational existence and the like), then such Lender may request a new lease for the entire Demised Premises on the same terms as this Agreement for the remaining balance of the term. Lessor shall, within sixty (60) days thereafter, to the extent permitted by law, mutually execute and deliver a new lease of the Demised Premises with such Lender or to its respective nominee (the “New Lessee”), effective as of the date of execution of the new lease for what would have been, from the date of termination of this Agreement, the remainder of the term of this Agreement. Such new lease shall contain the same provisions (including, but not limited to, extension provisions and any options in favor of Lessee) as would have been in effect for such remainder of the term pursuant to this Agreement. Lessor will, at the request and at the sole cost and expense of such Lender, or respective nominee, cooperate, including in its name if reasonably required, in the prosecution of summary proceedings to evict Lessee or any other occupants of the Demised Premises. Upon the execution and delivery of a

new lease pursuant to this Section VI.D., the Demised Premises, and all subleases and other agreements pertaining to the Demised Premises which theretofore may have reverted to Lessor upon termination of this Agreement and which have not terminated shall be transferred to the extent transferable, without any warranty or recourse whatsoever, by Lessor to and assumed by New Lessee. Any new lease made pursuant to this Section VI.D. shall be senior in priority with respect to any fee mortgage, if applicable, or other lien, charge or encumbrance, if any, on the fee simple title to the Demised Premises and/or Lessor's reversionary interest in the Demised Premises. Lessor shall cause each such fee mortgagee, judgment lienor or creditor, from time to time upon written request and without charge, to execute, acknowledge and deliver such instruments reasonably requested by a Lender to evidence the foregoing. The provisions of this Section VI.D. shall survive any termination of this Agreement.

E. Fee Mortgages. Lessor shall have the right to convey, mortgage or encumber all or a portion of its leasehold interest in the Demised Premises and/or its interest in this Agreement during the term of this Agreement (including without limitation a tenancy-in-common or other partial interest in the Demised Premises and/or this Agreement), without the prior written consent of Lessee, but only on the express conditions that (i) the lien of any such leasehold mortgage or leasehold deed of trust shall be subordinate to the leasehold interest of Lessee in the Demised Premises and other rights of Lessee (including extension options) created by this Agreement, as it may be extended, amended or otherwise modified from time to time (as well as any replacement lease for this Agreement entered into by a Lender pursuant to Section VI.D. above), (ii) the lien of any such leasehold mortgage or leasehold deed of trust shall be subordinate to the Leasehold Deed of Trust held by the CDE Lender and/or its successors and assigns, as it may be extended, amended or otherwise modified from time to time, and (iii) any transferee of Lessor's leasehold interest in the Demised Premises and/or its interest in this Agreement during the term of this Agreement (including without limitation a tenancy-in-common or other partial interest in the Demised Premises and/or this Agreement) shall be bound by the terms of this Agreement.

F. Lessor and Lessee acknowledge and agree that pursuant to Section 57-105-1(7)(d) of the Mississippi Code of 1972, as amended, this Agreement, the City Ground Lease, the Development Agreement and the Demised Premises are exempt from any limitation or requirements with respect to leasing, acquiring and/or constructing public property or facilities in the State of Mississippi.

VII. REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties by Lessor. Lessor represents and warrants to Lessee as follows:

- (1) **Existence.** Lessor is a body corporate and politic and an urban renewal agency of the City of Jackson, Mississippi, and has all requisite power and authority to execute, deliver, and perform this Agreement and transactions contemplated hereby.
- (2) **Authority.** This Agreement and all agreements and instruments contemplated by this Agreement to which Lessor is a party or signatory have been duly authorized, executed and delivered by Lessor and constitute the legal, valid and binding obligations of Lessor enforceable in accordance with their terms. All requisite

action of Lessor has been taken to authorize the execution, delivery and performance of this Agreement and all transactions contemplated hereby.

- (3) Conflicting Instruments. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby do not and will not violate the Act nor any note, bond, indenture, lease or other agreement or instrument to which Lessor is a party or by which it is bound.
- (4) Environmental. To the best of its knowledge, between the issuance of the Environmental Reports and the Commencement Date, Lessor has not released or caused or permitted to be released on or from the Property any Hazardous Materials in violation of any Environmental Laws (as such terms are defined in the Operating Lease).
- (5) Liens and Encumbrances. As of the Commencement Date, no liens encumber or have been filed against the Demised Premises (other than the CDE Lender Deed of Trust in favor of the CDE Lenders) and all work performed as of the Commencement Date has been paid in full and no person or entity has a claim against Lessor for nonpayment of the same.

B. Representations and Warranties by Lessee. Lessee represents and warrants to Lessor as follows:

- (1) Existence. Lessee is a nonprofit corporation, duly organized and validly existing in good standing under the laws of the State of Mississippi and has all requisite power and authority to execute, deliver, and perform this Agreement and the transactions contemplated hereby.
- (2) Authority. This Agreement and all agreements and instruments contemplated by this Agreement to which Lessee is a party or signatory have been duly authorized, executed, and delivered by Lessee and constitute the legal, valid and binding obligations of Lessee enforceable in accordance with their terms. All requisite organizational action of Lessee has been taken to authorize the execution, delivery and performance of this Agreement and all transactions contemplated hereby.
- (3) Conflicting Instruments. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not violate the Articles of Incorporation of Lessee as filed with the Secretary of State of the State of Mississippi on _____, ____, or the Bylaws of Lessee adopted on _____, 20____, nor any note, indenture, lease or other agreement or instrument to which Lessee is a party or by which it is bound.

VIII. LESSEE QUALIFICATION AS EXEMPT ORGANIZATION UNDER SECTION 501(c)(3) OF THE CODE

Lessee has made an application with the Internal Revenue Service (the “IRS”) to request qualification as an exempt organization under Section 501(c)(3) of the Code. Lessee agrees to pursue qualification as a 501(c)(3) exempt organization under the provisions of the Code. If the

application for 501(c)(3) exempt organization status is delayed or denied based on the application submitted by Lessee, Lessee agrees to provide for any reasonable changes in such application (or with respect to its organizational structure) as may be required by the IRS for Lessee to be approved as a 501(c)(3) exempt organization.

IX. EVENTS OF DEFAULT AND REMEDIES

A. Event of Default. In the event of default by any party of any of its covenants or conditions contained in this Agreement, the defaulting party shall be given notice citing the default(s) and allowing it thirty (30) days from such notice to cure such breach. If the defaulting party has diligently commenced work to cure such breach during such thirty (30) day period but additional time is needed to cure such breach, the non-defaulting party may grant the defaulting party an extension of thirty (30) days, in its discretion. If the defaulting party has failed to cure the breach within sixty (60) days from the date of non-defaulting party's notice of such breach, and provided Lender has not cured Lessee's breach pursuant to the provisions hereof, the non-defaulting party may proceed in accordance with Section IX.B. below. Any notice of default to, or opportunity to cure in favor of, Lessee under this Section IX.A. shall simultaneously be provided to Lender in accordance with Section VI.C. above.

B. Remedies. Upon a default by Lessee under Section IX.A. above, subject to the rights of any Lender, Lessor may exercise any remedies available to it at law or equity other than terminating this Agreement. Lessee hereby acknowledges that equitable remedies are appropriate under this Agreement, and without limiting the generality of the foregoing, Lessor's remedies shall include: (i) appointment of a receiver to operate the Demised Premises; or (ii) specific performance. The remedies, rights and privileges of Lessor in case of default of Lessee as enumerated above shall not be exclusive; and, in addition thereto, Lessor may exercise and enforce all rights in law and in equity which it may otherwise have because of said default. In the event of a default by Lessor under Section IX.A. above, Lessee may exercise and enforce all rights in law and in equity which it may otherwise have because of said default.

C. Waiver of Rights, Remedies and Relief. No delay or failure of either party to exercise any power or right hereunder, or under a similar agreement with third parties, shall operate as a waiver of any right, remedy or relief which either party is entitled; and such rights, remedies and relief shall be deemed continuous; nor shall a partial exercise preclude the party from full exercise thereof.

D. Forbearance During Term of CDE Loans. Notwithstanding anything herein to the contrary, Lessor shall forbear from exercising any of its remedies under this Agreement for so long as the CDE Loans remain outstanding.

X. MISCELLANEOUS PROVISIONS.

A. Notices. Any notices or other communications hereunder shall be deemed to have been given when delivered personally, sent by electronic transmission (with confirmation receipt) to the following telephone numbers, or if deposited in the United States Mail, registered or certified, with proper postage and registration or certification fees prepaid, upon delivery by the post office addressed to the following addresses:

TO LESSOR:

Jackson Redevelopment Authority

Attention: _____
Facsimile: (601) _____
E-mail: _____

with a copy to:

Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
Attention: Jet Hollingsworth
Facsimile: (601) 985-4500
E-mail: jet.hollingsworth@butlersnow.com

and to:

Attention: _____
Facsimile: () _____
E-mail: _____

TO LESSEE:

JRA Public Benefit Corporation

Attention: President, Board of Directors
Facsimile: () - _____
E-mail: _____

with a copy to:

Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400

Ridgeland, MS 39157
Attention: _____
Facsimile: (601) 985-4500
E-mail: _____

and to:

Attention: _____
Facsimile: () _____
E-mail: _____

AND TO THE CDE LENDERS AND OTHER FINANCING PARTIES AT THE ADDRESSES SET FORTH ON EXHIBIT F.

or such other addresses as may be designated by any of the parties from time to time by written notice given to the other party in the aforesaid manner.

B. Assignment. This Agreement and all rights pertaining hereto, and obligations hereunder may be assigned by Lessor or Lessee at any time only with the written consent of the other party, which consent will not unreasonably be withheld, conditioned or delayed. Notwithstanding the foregoing, (i) Lessee may encumber and assign its leasehold interest in this Agreement under a Leasehold Deed of Trust, and any successor in interest thereto, pursuant to Section VI.C.(1) without the consent of Lessor and (ii) Lessee may assign or transfer this Agreement to a Lender at any time in connection with Lender's exercise of its remedies pursuant to the applicable Leasehold Deed of Trust. Other than as specifically permitted herein, this Agreement shall not be assigned by Lessee to any other party.

C. Binding Effect. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

D. Brokerage Commissions. Each party represents and warrants to the other party that such warranting party has not incurred any obligation to pay any brokerage commissions by reason of the transaction contemplated hereunder. Each party shall be responsible for all loss, cost, damage, expense and liability whatsoever based upon any such commitment by such other party.

E. Applicable Laws. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Mississippi. To the extent any provision of this Agreement is not enforceable under Mississippi law, such provision shall be modified, deleted or deemed invalid to the extent it is either not authorized by or inconsistent with the laws of the State of Mississippi, including the opinions of the Mississippi Attorney General.

F. Memorandum of Ground Lease. Lessor and Lessee shall sign, acknowledge and deliver a memorandum of ground lease in the form attached as **Exhibit D** for purposes of recording, where permitted by law. The memorandum of ground lease may not, under any

circumstances, be interpreted to amend any of the provisions of this Agreement which will, in all circumstances, govern and control.

G. Further Assurances. Each party hereby agrees to execute all such further instruments and documents, and to take all such further action as any other party may reasonably require to give effect to the provisions and purpose of this Agreement.

H. Agreement Interpretation. This Agreement has been freely and fairly negotiated by the parties hereto and has been reviewed and discussed by legal counsel for each of the parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring construction or interpretation against the interest of the party causing this Agreement to be drafted.

I. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile machine, portable document format (“PDF”), Electronic Signature (as defined below) or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The effectiveness of any such documents and signatures shall, subject to applicable laws, have the same force and effect as manually signed originals and shall be binding on the parties. “Electronic Signature” means any symbol or process attached to a document or instrument and executed or adopted by a person with the intent to sign the document or instrument, including, without limitation, any digital representation of a party’s signature created by scanning such party’s signature or by any electronic signature service such as DocuSign.

J. Joint and Several Liability. If Lessor or Lessee consists of more than one person or entity, the obligations and liabilities of each such person or entity hereunder shall be joint and several.

K. No Merger of Estates. The interests of Lessor and Lessee in the Demised Premises shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that the leasehold estate, or any interest therein, may be held directly or indirectly by or for the account of any person who shall own Lessor’s reversionary interest, or any portion thereof; and no such merger of estates shall occur by operation of law, or otherwise, unless and until all persons at the time having any interest in the Demised Premises, including any Lender, shall join in the execution of a written instrument effecting such merger of estates.

L. Instrumentality. Lessee is a governmental “instrumentality” of Lessor (a political subdivision of the State of Mississippi), in compliance with the guidance provided by the IRS in Revenue Ruling 57-128, 1957-1 C.B. 311. Lessee will take all necessary actions to meet the requirements of an “instrumentality” of Lessor under the provisions of the Code and the regulations promulgated thereunder, including, but not limited to, making covenants and certifications in connection therewith.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Ground Lease Agreement to be duly executed as of the Effective Date.

LESSOR:

JACKSON REDEVELOPMENT AUTHORITY

By: _____

LESSEE:

JRA PUBLIC BENEFIT CORPORATION,
a Mississippi nonprofit corporation

By: _____

President, Board of Directors

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

WIP

EXHIBIT C
IMPROVEMENTS

EXHIBIT D

MEMORANDUM OF GROUND LEASE

(attached behind)

EXHIBIT E

FORM OF ESTOPPEL CERTIFICATE

[Date]

[Addressee]

Re: Ground Lease Agreement dated _____, 2023 (as amended from time to time, the "Lease") by and between Jackson Redevelopment Authority (the "Lessor") and JRA Public Benefit Corporation ("Lessee") with respect to certain premises in Hinds County, Mississippi (the "Property")

Ladies and Gentlemen:

This Estoppel Certificate is being delivered in connection with a financing transaction the proceeds of which were used to develop and construct a new elementary school on the Property pursuant to that certain Ground Lease Agreement dated as of _____, 2023 (the "JRA Ground Lease"). Lessee's leasehold interest in the Property was pledged to Hope New Markets __, LLC, a Mississippi limited liability company (the "Hope CDE Lender") and Wells Fargo __, LLC, a _____ limited liability company (the "Wells CDE Lender" together with the Hope CDE Lender, the "CDE Lenders"), as collateral for the CDE Lenders' loans under that certain Loan and Security Agreement dated as of _____, 2023. This Estoppel Certificate may be relied upon by the CDE Lenders, their successors and assigns, including a purchaser of an interest in any such loan, and any person claiming by or through the CDE Lender (each, a "Recipient"). Accordingly, Lessor and Lessee certify to and agree with each Recipient as of the date hereof as follows:

1. The Lease is in full force and effect. The Lease has not been amended, modified, supplemented, assigned, or extended, and is in full force and effect as of the date hereof. There are no other agreements, whether written or oral, between Lessor and Lessee affecting the Property or Lessee's obligation to pay rentals under the Lease.

2. The term of the Lease commenced on _____, 2023, and will expire on _____, 2073.

3. Lessee acknowledges full receipt and satisfaction of all consideration contemplated or required by Section I.C. Lessee has paid to Lessor all rent and other sums otherwise owed under the Lease as of the date hereof.

4. There are no defaults or events that with the passage of time or notice would constitute a default by Lessor or Lessee under the Lease. Lessor and Lessee are in full compliance with all of the terms, conditions and covenants of the Lease. Lessor has no actual knowledge of any claims by others against Lessee relating to the Property or its use. No event has occurred giving, and no state of facts exist which, with the passage of time or the giving of notice, or both, would give, Lessor the right to terminate the Lease. As of this date, Lessor has no defenses or offsets against the full and complete enforcement of the Lease by Lessee or its predecessors, successors or assigns, including the CDE Lenders.

5. All obligations under the Lease to be performed by either Lessor or Lessee prior to the date hereof have been satisfied, including but not limited to, any obligations of Lessee to make or pay for any improvements, alterations or work done on the Property, and all improvements or work required to be performed by Lessee have been completed in accordance with the Lease and have been accepted by Lessor.

6. The address for notices to be sent to Lessor or Lessee is set forth in the Lease.

7. If the CDE Lenders or their designees succeed to Lessee's (or any successor to Lessee) interest in the Property or if a sale by power of sale or by judicial or non-judicial foreclosure occurs, Lessor agrees to attorn to and accept the CDE Lenders, their designees or a purchaser at such sale as its lessee under the Lease for the then remaining balance of the term thereof and Lessor shall be bound to such new lessee, in accordance with the all of the provisions of the Lease, for the remaining term of the Lease. This attornment shall be self-operative.

8. The undersigned individual hereby certifies that he or she is duly authorized to sign, acknowledge and deliver this Estoppel Certificate on behalf of Lessor or Lessee, as applicable. If more than one party executes this Estoppel Certificate, each party shall be jointly and severally liable hereunder.

9. Lessor acknowledges that (a) the CDE Lenders will rely on this Estoppel Certificate in making a loan or otherwise extending credit to Lessee and (b) each Recipient will rely on this Estoppel Certificate. Lessor acknowledges that (a) the information contained in this Estoppel Certificate and the provisions hereof shall be for the benefit of each Recipient and (b) the provisions hereof shall also inure to the benefit of any lender making a loan secured by the direct or indirect interests in Lessee and/or the Property.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Estoppel Certificate to be duly executed as of the Effective Date.

LESSOR:

JACKSON REDEVELOPMENT AUTHORITY

By: _____

[Signature page to Estoppel Certificate]

[Signatures continued on following page]

LESSEE:

JRA PUBLIC BENEFIT CORPORATION,
a Mississippi nonprofit corporation

By: _____
President, Board of Directors

[Signature page to Estoppel Certificate]

[End of Signature Pages]

EXHIBIT F

ADDRESSES OF EACH LENDER AND OTHER FINANCING PARTIES

EXHIBIT H
CITY GROUND LEASE AGREEMENT

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this “Agreement” or “City Ground Lease”), dated as of _____, 2023 (the “Effective Date”), is made between **CITY OF JACKSON, MISSISSIPPI**, a body corporate and politic of the State of Mississippi (“Lessor”), and **JACKSON REDEVELOPMENT AUTHORITY**, a body corporate and politic and the urban renewal agency of the City of Jackson, Mississippi (“Lessee”).

W I T N E S S E T H

WHEREAS, Lessor is the owner of fee simple owner of certain real property located at 201 E. Pascagoula Street, Jackson, MS 39201, and more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Lessor has determined that it is necessary and appropriate to lease the Property owned by Lessor and the improvements hereafter constructed thereon (including, but not limited to, the Improvements (as defined below)), as well as certain work in progress undertaken by Lessor as more particularly described on Exhibit B attached hereto (the “WIP”);

WHEREAS, on or about the Effective Date but following the execution of this Agreement, the Lessee will subsequently ground lease (the “JRA Ground Lease”) the Property, Improvements and WIP to the JRA Public Improvement Corporation, a Mississippi nonprofit corporation (the “QALICB”), with the understanding that QALICB, in cooperation with Lessee and Lessor, will continue to cause the development, repairing, improving, adorning and equipping the Russell C. Davis Planetarium and other authorized purposes with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities on the Property, all as more fully described on Exhibit C attached hereto (collectively, the “Improvements,” and, together with the Property and the WIP, the “Demised Premises”) in accordance with the Development Agreement (as defined below) and the Plans and Specifications (as defined in the Development Agreement); and

WHEREAS, Lessor, Lessee and QALICB have entered into that certain Development Services Agreement, dated as of the Effective Date (as the same may be amended, assigned, restated, modified or supplemented from time to time, the “Development Agreement”) pursuant to which Lessor will cause the development and construction of the Improvements and QALICB will make turnkey development payments (the “Turnkey Payments”) using the proceeds of certain loans in the aggregate original principal amount of \$[_____] (collectively, the “CDE Loans”) from [Hope New Markets __, LLC, a Mississippi limited liability company (the “HOPE CDE”) and Wells Fargo __, LLC, a _____ limited liability company (the “Wells CDE” together with Hope CDE, the “CDE Lenders”), pursuant to that certain Loan and Security Agreement between QALICB, as borrower, and CDE Lenders, as lenders, dated as of the Effective Date (as the same may be amended, assigned, restated, renewed modified or supplemented from time to time, the “CDE Loan Agreement”), and certain other ancillary documents (collectively and together with the CDE Loan Agreement, the “CDE Loan Documents”); and

WHEREAS, QALICB (in its capacity as lessor under the Operating Lease (as defined below)) has agreed to lease the Demised Premises to Lessor (in its capacity as lessee under the

Operating Lease), pursuant to that certain Lease Agreement dated as of the Effective Date, between Lessor and QALICB (as the same may be amended, assigned, restated, modified or supplemented from time to time, the "Operating Lease").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. LEASE OF THE DEMISED PREMISES

A. General. The intent of Lessor and Lessee is that Lessor shall lease to Lessee the Demised Premises. Lessor hereby grants and leases to Lessee, and Lessee hereby accepts, upon the terms and conditions hereinafter set forth, the Demised Premises to be used by Lessee to ground lease the Demised Premises to the QALICB pursuant to the JRA Ground Lease, finance the Demised Premises pursuant to the Development Agreement and ultimately lease to the Demised Premises to the Lessor for operations pursuant to the Operating Lease.

B. Term. The term of this Agreement shall commence on _____, 202_, subject to the performance of the parties of the terms and conditions hereof (the "Commencement Date"), and shall continue until _____, 2123 (the "Expiration Date"). At the Expiration Date, Lessee shall surrender to Lessor the Demised Premises in good and clean condition (ordinary wear and tear excepted) and free of all personal property of Lessee; provided, however, that Lessee shall have no obligation to maintain any portion of the Demised Premises for the period beyond their economic useful life (determined as of the Commencement Date), and Lessee shall execute and deliver to Lessor any and all instruments and documents that Lessor reasonably requests to effectively transfer, assign, and convey the Demised Premises to Lessor, free of any encumbrances, excluding any Permitted Liens (as defined in the CDE Loan Agreement).

C. Consideration. Lessor hereby leases its interest in the Demised Premises to Lessee for the term of this Agreement with the understanding and agreement that, subject to the terms of the Development Agreement, Lessee and QALICB shall cause the Improvements to be constructed in accordance with the Plans and Specifications. Lessor and Lessee agree that in exchange for the rights granted to Lessee under this Agreement, Lessee will ground lease the Demised Premises to the QALICB pursuant to the JRA Ground Lease and that QALICB, (i) using a portion of the proceeds of the CDE Loans, QALICB shall pay the Initial Turnkey Payment (as defined below) as set forth in Section I.G. below, (ii) using a portion of the proceeds of the CDE Loans, QALICB shall make the Turnkey Payments to Lessor pursuant to the terms of the Development Agreement to pay a portion of the costs to develop and construct the Improvements on the Property, and (iii) Lessor shall pay the remaining portion of the costs to develop and construct the Improvements on the Property, which upon completion shall be deemed a contribution in kind from Lessor to Lessee pursuant to this Agreement (the "Contribution"). The amount of the Contribution is anticipated to be \$[_____]. The Lessee will in turn make the Contribution of the remaining costs to the QALICB pursuant to the JRA Ground Lease.

D. Utilities. Lessor and Lessee agree, during the term of this Agreement, Lessee shall pay before delinquency, all charges for use of telephone, water, gas, heat, electricity, trash, sewer and all other utilities and services of whatever kind and nature which may be used in or upon the

Demised Premises adequate for the intended purposes in full compliance with all governmental laws and regulations.

E. Taxes. Lessee shall pay all real estate taxes, special assessments and any other taxes, assessments or public charges levied or assessed by lawful authority against the Demised Premises attributable to the period during the term of this Agreement on or before the due date thereof, unless contested by Lessee in good faith. Lessee shall have the right to contest, in good faith, by appropriate proceedings, the amount, applicability, or validity of any such taxes or assessments. Lessee shall be responsible to pay its respective taxes on income and all its employee related taxes, if any, in connection with the operations of the Demised Premises. As between Lessor and Lessee, Lessee has the exclusive right (but shall be under no obligation), at its expense, to endeavor at any time or times to obtain a reduction in the assessed valuation of the Demised Premises, or any part thereof, for the purpose of reducing the real estate taxes, including the right to prosecute administrative and/or judicial proceedings and judicial review and appeal of any decision which Lessee, in its sole discretion, considers adverse, and the right to settle or compromise any such proceedings. Lessor will offer no objection and, at the request of Lessee, will cooperate with Lessee, without cost or expense to Lessor, in effecting such a reduction. Lessee shall be authorized to collect any tax refund payable because of any proceeding Lessee may institute, and any such tax refund shall be the property of Lessee, to the extent to which it is based on a payment made by Lessee.

So long as the Operating Lease is in effect, the parties hereto acknowledge and agree that the leasehold interest in the Demised Premises under this Agreement shall be exempt from ad valorem taxes pursuant to Mississippi law, including Section 27-31-1(b) of the Mississippi Code of 1972, as amended.

F. Quiet Enjoyment. As long as no default by Lessee in the performance of its obligations hereunder exists, Lessor covenants and agrees that Lessee shall and may peaceably have, hold, and enjoy the occupancy and use of the Demised Premises to the extent provided herein free from molestation, eviction or disturbance by Lessor or any other persons or legal entity whatsoever, and as long as no default by Lessee in the performance of its obligations hereunder exists, and upon expiration or termination of the JRA Ground Lease and the Operating Lease, the parties hereto acknowledge and agree that Lessee shall have the right to occupy, use and operate the Demised Premises for the term of this Agreement for any use permitted by law without any disturbance or restriction by Lessor or any other persons. As long as no default by Lessee in the performance of its obligations hereunder exists, and upon expiration or termination of the JRA Ground Lease and the Operating Lease, Lessor hereby covenants that, should Lessee determine that any easements are necessary in order for Lessee to occupy, use and operate the Demised Premises for the term of this Agreement, Lessor shall grant to Lessee any easements and shall take any other action available to Lessor that may be required in order to allow Lessee to occupy, use and operate the Demised Premises for the term of this Agreement.

G. Initial Turnkey Payment; Turnkey Payments. The parties acknowledge that Lessor has incurred costs in the total amount of \$[] in connection with the WIP. As part of the consideration to lease the Demised Premises for the term of this Agreement as provided in Section C. above, Lessee shall require QALICB (pursuant to the JRA Ground Lease) to pay to

Lessor the amount of \$[] (the "Initial Turnkey Payment"), payable on or before the date hereof in one initial upfront installment. The Initial Turnkey Payment shall be made directly to Lessee pursuant to the Flow of Funds Memorandum (as defined in the CDE Loan Agreement).

The parties acknowledge that pursuant to the Development Agreement, it is anticipated that Lessor will incur additional costs in the amount of \$[], in connection with the development and construction of a portion of the Improvements. As part of the consideration to lease the Demised Premises for the term of this Agreement as provided in Section C. above, Lessee shall require QALICB (pursuant to the JRA Ground Lease) to pay to Lessor the Turkey Payments, payable as set forth in the Development Agreement. The parties hereto acknowledge and agree that the foregoing transactions will be classified for federal income tax purposes as set forth in Section VI.B. below.

Further, Lessor agrees to allow the Construction Parties (as defined in the Development Agreement) to access the Demised Premises for the purposes of completing the work contemplated under the Development Agreement.

H. Development Agreement. Lessor and Lessee shall observe all requirements, terms and conditions of the Development Agreement. To the extent reasonably necessary, and without violating the laws of the State of Mississippi, Lessor and Lessee shall cooperate with each other to obtain the required permits, approvals, and authorizations for the construction of the Improvements in accordance with this Agreement, including by joining in applications for building permits, subdivision plat approvals, certificates of dedication, public works or other agreements, utility easements, permits for sewer, water and other utility services, and the dedication to the applicable governmental authorities of such title to or easements for utility, roadway and slope or storm drainage areas or facilities as are reasonably necessary or desirable.

II. CONSTRUCTION OF THE IMPROVEMENTS

A. Construction of the Improvements. Lessor shall cause the Improvements to be constructed on the Property in accordance with the Plans and Specifications and the terms and conditions of the Development Agreement. Pursuant to the Development Agreement, Lessee has appointed QALICB to provide for, or cause to be provided for, the complete construction of the Improvements.

B. QALICB to Bear a Portion of Construction Costs. QALICB is financing a portion of the costs to complete the construction of the Improvements on the Property pursuant to the CDE Loan Documents. Turnkey Payments for a portion of the costs of construction of the Improvements shall be made from the moneys which shall be disbursed for this purpose in accordance and upon compliance with the CDE Loan Agreement and as provided for under the ~~Development Agreement, the JRA Ground Lease and this Agreement.~~

III. LIENS

Lessee shall not create or allow a lien or claim of any kind to be filed or claimed against Lessor's interest in the Demised Premises during the continuance of this Agreement, except to the extent that the creation of such lien or liens is specifically authorized by a provision in this

Agreement, the CDE Loan Agreement, or the written consent of Lessor. If any prohibited lien is claimed or filed because of any act or omission by Lessee, its employees, subcontractors, or agents, Lessee shall cause the Demised Premises to be released from the claim within 30 days after Lessor is given written notice of the claim and transmits written notice of its receipt to Lessee, whichever 30-day period expires earlier. Lessee will cause such release either by paying to the court the amount necessary to relieve and release the Demised Premises from such claim, or in any other manner which, as a matter of law, will result, within the 30-day period, in releasing Lessor and its title from the claim.

IV. INSURANCE; DESTRUCTION OR CONDEMNATION

A. Insurance. From and after any earlier date when Lessee, or City pursuant to the Operating Lease, makes actual use of and occupies the Demised Premises or any part of it, Lessee shall cause QALICB to hold a written policy or policies of insurance in the form generally known as public liability policies. The policies shall insure QALICB against all claims and demands made by any person or persons for injuries received in connection with the operating and maintenance of the Demised Premises and for any other risk insured against by such policies. Each class of policies shall be written within limits of not less than \$500,000 for damages incurred or claimed by any one person for bodily injury, or otherwise, and damages to property or as otherwise required under the CDE Loan Agreement and the other CDE Loan Documents. All such policies shall name Lessee, Lessor, QALICB and each Lender (as defined below), as their respective interests may appear, as the insured persons. Lessee shall promptly deliver the original or a duplicate original of each policy or policies to Lessor and each CDE Lender as soon as they are written, together with adequate evidence of the fact that the premiums are paid.

B. Lessee's Insurance Obligation. From and after the time this Agreement commences, Lessee will keep insured or cause QALICB to be kept insured all buildings and improvements upon the Property against all loss or damage by fire and windstorm, together with "extended coverage." The amount of insurance shall at all times be sufficient to prevent any party in interest from being or becoming a co-insurer on any part of the risk, and shall not be less than 80 percent of the full insurable value. All such policies shall name Lessee, Lessor, QALICB and each Lender, as their respective interests may appear, as the insured persons. Without limiting the foregoing, for so long as the CDE Loans remain outstanding, Lessee shall maintain or cause QALICB to maintain in full force and effect such insurance coverages as are required to be maintained under the CDE Loan Agreement.

C. Insurance Premiums. Lessee shall pay or cause QALICB to pay premiums for all of the insurance policies it is required to carry under the terms of this Agreement, and shall deliver to Lessor and each Lender evidence of such payment before the payment of any premiums become in default. Lessee shall also cause QALICB to make renewals of expiring policies to be written and the policies or copies thereof, as required by this Agreement, to be delivered to Lessor and each Lender as it may request.

D. Destruction or Damage. If during the term of this Agreement, all or any portion of the Demised Premises is destroyed or damaged as the result of fire, windstorm, or other casualty, Lessee shall immediately notify the applicable insurers; Lessor, QALICB and each Lender of the

destruction or damage, and QALICB, at its expense or at the expense of any lessee under the Operating Lease, shall repair or replace or cause to be repaired or replaced the destroyed or damaged Demised Premises. Unless otherwise required by the CDE Loan Agreement or any other CDE Loan Document, the proceeds of all insurance maintained by Lessee or QALICB on the Demised Premises shall be applied in accordance with the CDE Loan Agreement and the other CDE Loan Documents, and if no loan is outstanding that is secured by a lien on the Demised Premises, then applied: first, to pay the costs of clearing and restoring the Demised Premises; and second, to QALICB. Notwithstanding anything herein to the contrary, for so long as the CDE Loans remain outstanding, all insurance proceeds shall be applied in accordance with the CDE Loan Agreement and the other CDE Loan Documents.

E. Condemnation. If all or any portion of the Property is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain or private purchase, the following provisions shall apply: 1) subject to the rights of each CDE Lender under the Leasehold Deed of Trust, QALICB shall receive that part of any award or compensation that is attributable to the fair market value of QALICB's leasehold estate in the Property, including leasehold improvements, together with any severance damages determined by a court of competent jurisdiction, and 2) Lessor shall receive that part of any award of compensation that is attributable to the fair market value of Lessor's estate in the Property (including the reversionary interest). Notwithstanding anything herein to the contrary, for so long as the CDE Loans remain outstanding, all condemnation proceeds shall be applied in accordance with the CDE Loan Agreement and the other CDE Loan Documents.

V. REPAIR OBLIGATIONS

During the continuance of this Agreement, Lessee shall keep or cause the QALICB to keep under the JRA Ground Lease to keep in good state of repair and in commercially reasonable condition the Demised Premises (reasonable wear and tear excepted). Lessee shall, or cause QALICB to, promptly repair, at its expense and in a manner reasonably acceptable to Lessor, any damage to Lessor's property or to the property of others caused by Lessee, QALICB or its managers, officers, agents, employees, or contractors. Lessee or a lessee under the JRA Ground Lease or lessee under the Operating Lease shall not suffer or permit any strip, waste, or neglect of the Demised Premises to be committed. Lessee shall, or cause QALICB to, repair, replace, and renovate the Demised Premises as often as necessary to keep the Demised Premises in repair and condition suitable for public elementary school education standards. Notwithstanding the foregoing, Lessee shall have no obligation to maintain any portion of the Demised Premises for the period beyond their useful life (determined as of the Commencement Date).

Lessor and Lessee agree that on the commencement date of the Operating Lease, Lessor shall assume all responsibilities and liabilities to operate and maintain the Demised Premises in conformity with the provisions contained herein. Notwithstanding the foregoing, Lessor (in its capacity as Lessee under the Operating Lease) shall have no obligation to maintain any portion of the Demised Premises for the period beyond their useful life (determined as of the Commencement Date).

VI. SPECIAL CONDITIONS

A. Compliance with New Markets Tax Credits. Lessee acknowledges that the Improvements to be constructed upon the Property by Lessor will be financed utilizing federal New Markets Tax Credits (the "Tax Credits") authorized under Section 45D of the Internal Revenue Code of 1986, as amended (the "Code"), and both Lessee and Lessor agree that no action shall be taken by any party without the written consent of all parties that would in any way jeopardize or threaten the validity of the Tax Credits during the seven (7) year period wherein such credits are subject to recapture under Section 45D(g) of the Code. During the term of the CDE Loan Agreement, neither Lessor nor Lessee shall be entitled to use, nor permit the use of, the Demised Premises for any Excluded Activity or Business (as defined in the CDE Loan Agreement).

B. Transfer of Ownership for Federal Income Tax Purposes. Notwithstanding anything to the contrary contained in this Agreement, Lessor and Lessee hereby agree and acknowledge that, notwithstanding the form of this transaction as a lease for local and state law purposes, it is the intent of each that this transaction be treated as a sale or grant of the Demised Premises from Lessor to Lessee, and for Lessee to be treated as the owner of the Demised Premises, for federal income tax purposes. For Federal income tax and accounting purposes, Lessor recognizes and shall continue to recognize (i) Lessee as the owner of the Demised Premises pursuant to this Agreement, and (ii) this Agreement as transferring ownership to Lessee; Lessor and Lessee agree that neither shall take any tax reporting position to the contrary. In furtherance and not in limitation of the foregoing, Lessor and Lessee agree that (i) to the greatest extent possible, the risk of loss and the benefits of profit and appreciation with respect to the Demised Premises shall reside with Lessee, (iii) it is not Lessor's intent to realize any meaningful residual value from the Demised Premises on or after the date hereof, except as a lessee under the Operating Lease, and (iv) Lessee alone shall be entitled to all of the tax attributes of ownership of the Demised Premises, including, without limitation, the right to claim depreciation or cost recovery deductions.

C. Ground Lease Pledged to Lenders.

- (1) Pursuant to the JRA Ground Lease, Lessee shall provide QALICB the right to mortgage and otherwise encumber this Agreement and Lessee's leasehold interest, in whole or in part, by one or more leasehold deed of trusts, including, but not limited to, the CDE Lender Deed of Trust (as defined below) (a "Leasehold Deed of Trust") to any person or entity. Any Leasehold Deed of Trust shall not constitute a lien on Lessor's fee interest in the Property. No holder of any such Leasehold Deed of Trust (together with the CDE Lenders, a "Lender") shall be liable for performance of any of the covenants and obligations of Lessee under this Agreement, except during any period from and after such Lender's actual possession of, and exercise of Lessee's rights with respect to the Demised Premises. Lessor consents to QALICB's assignment of rents in and to the Demised Premises to a Lender, and for a Lender in any action that relates in any manner to foreclose of its Leasehold Deed of Trust and/or exercise its assignment or rents, to be entitled to the appointment of a receiver. QALICB shall have the right to assign insurance proceeds to a Lender and Lessor acknowledges that the application of any insurance or condemnation proceeds shall be controlled by the CDE Loan Agreement and the

other CDE Loan Documents.

- (2) Lessor acknowledges that Lessee will enter into the JRA Ground Lease and that QALICB will enter into the CDE Loan Agreement and the other CDE Loan Documents, pursuant to which the CDE Lenders will make the CDE Loans, the proceeds of which will be used by QALICB to make the Turnkey Payments in connection with the development and construction of the Improvements and the other permitted uses provided in the CDE Loan Documents. Lessor further acknowledges and agrees that Lessee's leasehold interest hereunder has been ground leased to the QALICB pursuant to the JRA Ground Lease and the QALICB's leasehold interest has been pledged to the CDE Lender as collateral for the CDE Loans under the CDE Loan Agreement, pursuant to that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the Effective Date made by Lessee in favor of the CDE Lenders (the "CDE Lenders' Deed of Trust"). Lessor hereby consents to the CDE Lender Deed of Trust, the CDE Loan Documents and all of the terms thereof. The CDE Lenders shall be a Lender for all purposes hereunder and the CDE Lenders' Deed of Trust shall be a Leasehold Deed of Trust for all purposes hereunder.
- (3) Lessor agrees not to accept a voluntary: (a) surrender, (b) termination or (c) amendment of this Agreement, the Development Agreement, the JRA Ground Lease or the Operating Lease by Lessee, at any time while a Leasehold Deed of Trust shall remain a lien on QALICB's leasehold interest, without the prior written consent of the applicable CDE Lenders.
- (4) If Lessee or Lessor fails to keep, observe or perform any of the terms of this Agreement required to be kept, observed or performed by it, in addition to any notice to Lessee or Lessor, required hereunder, Lessor or Lessee, as applicable, shall give written notice of such failure to each Lender in accordance with the notice provisions contained herein. No notice of a failure or other default by Lessor or Lessee under or with respect to this Agreement shall be deemed to have been duly given unless and until a copy thereof has been so served on each Lender. Lessor and Lessee agree to accept performance by any Lender with the same force and effect as though kept, observed or performed by Lessee or Lessor, as applicable. Such Lender shall have the same right as Lessee or Lessor to enter the Demised Premises for the express purpose of keeping, observing or performing such terms. Notwithstanding anything to the contrary in this Agreement, Lessor and Lessee agree that in the event of a default under this Agreement that would give Lessor or Lessee the right, immediately or after the lapse of a period of time, to cancel or terminate this Agreement or exercise any of its other rights or remedies hereunder, ~~Lessor or Lessee, as applicable, shall not exercise such right unless and until (a) Lessor or Lessee has given written notice to each Lender of such default, act or omission, (b) Lessor or Lessee has given each Lender an opportunity to cure, and (c) such Lender or its designee has failed to cure or remedy the default, act or omission within thirty (30) days after the expiration of Lessee's or Lessor's cure period in the case of a default in the due and punctual payment of any taxes,~~

insurance premiums or other charges or monetary amounts required to be paid under this Agreement and within sixty (60) days after the expiration of Lessee's or Lessor's cure period in the case of a failure to observe or perform any other material terms of this Agreement to be observed or performed by Lessee, and if such default cannot with due diligence and good faith be cured within such sixty (60) day period, then such longer period of time as may be reasonably necessary, not to exceed one hundred eighty (180) days.

- (5) Any Lender which cures a default shall be subrogated to all of rights of Lessor against Lessee with respect to such default.
- (6) In addition to any rights and remedies a Lender may have pursuant to a Leasehold Deed of Trust or under any other applicable documents governing the terms of Lessee's and such Lender's agreements with respect to the Demised Premises, if a default exists under this Agreement, Lessor shall not terminate this Agreement or take any steps to obtain control or possession of the Demised Premises if, within a period not in excess of ninety (90) days following Lessor's written notice to such Lender of the occurrence of such default, the Lender (a) commences foreclosure or other appropriate proceedings or is taking other steps to obtain control or possession of the Demised Premises and, (b) makes payment of all past due amounts, and is making payment of all sums due Lessor, when due, and (c) if such default is reasonably susceptible to cure by such Lender (taking into account, among other things, such Lender not being in possession), is taking reasonable steps to cure same, in which event, such Lender, upon appropriate notice to Lessor, shall have the right: (i) to acquire by foreclosure proceedings or other appropriate steps Lessee's interest in this Agreement, and (ii) to remove Lessee from the Demised Premises. Such Lender shall not be required to institute foreclosure proceedings if it is able to acquire and does acquire Lessee's leasehold interest by any other legal means, including, without limitation, voluntary assignment. Lessor agrees that if by reason of a bankruptcy, insolvency or similar type proceeding, or by reason of any other judicial order or legislative enactment, the Lender shall be stayed from commencing (or if commenced, from continuing) foreclosure proceedings or other appropriate steps, then the Lender shall be deemed to be prosecuting such proceedings with diligence and continuously so long as it is in good faith attempting to obtain relief from any such stay.
- (7) Any Lender shall be given prompt notice by Lessor and Lessee of any legal proceedings by the parties hereto involving obligations under this Agreement, and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. If any Lender shall not elect to intervene or become a party to such proceedings, the Lender shall receive notice of, and a copy of any award or decision made in, said proceedings which shall be binding on all Lenders not intervening after the receipt of notice of the proceeding.
- (8) Notwithstanding anything to the contrary in this Agreement, any foreclosure, or

any exercise of rights or remedies under any Leasehold Deed of Trust, shall not be deemed to violate this Agreement or require the consent of Lessor.

- (9) Nothing herein shall impose upon Lender any liability for the obligations of Lessee unless and until Lender takes title to the Demised Premises. Neither the making of the loans pursuant to the CDE Loan Agreement, nor being a third party beneficiary of this Agreement, nor the exercise by Lender of its rights under this Agreement or the Leasehold Deed of Trust, shall be deemed to make Lender a mortgagee-in-possession.
- (10) Lessor agrees that the name of any Lender may be added as a named insured or to the "loss payable endorsement" or named under a standard mortgage clause of all insurance policies required to be carried or caused to be carried by Lessee hereunder on the condition that the insurance proceeds are to be applied in the manner specified in the Leasehold Deed of Trust in first lien position. The proceeds of any insurance policies or arising from a condemnation are to be held by the Lender whose Leasehold Deed of Trust is prior in lien to any other Leasehold Deed of Trust, and distributed pursuant to the provisions of this Agreement, the JRA Ground Lease and the CDE Loan Documents, but the Lender may reserve the right to apply all, or any part, of Lessee's share of such proceeds to the Leasehold Deed of Trust debt pursuant to such Leasehold Deed of Trust before or in lieu of any required application of such proceeds hereunder.
- (11) Lessor hereby acknowledges that the Lenders may require estoppel certificates in substantially the form as attached hereto as **Exhibit E** (an "**Estoppel Certificate**"), consents, approvals or other written documentation from Lessor and from certain third parties that may from time to time have a property, regulatory or other interest in the Demised Premises in connection with any Leasehold Deed of Trust, and Lessor hereby agrees to (i) within twenty (20) days after written request, deliver all such documentation as Lessee or any Lender may reasonably require (including, but not limited to an Estoppel Certificate), provided that nothing therein materially adversely affects the rights of Lessor, and (ii) promptly cooperate with Lessee and any Lender holding Leasehold Deed of Trust in order to obtain any such written documentation from any such third parties. It is understood that Lessor shall not be obligated to expend any funds or incur any liabilities in implementation of the foregoing, and Lessor shall be reimbursed by Lessee for all such out-of-pocket costs and expenses incurred by Lessor in connection therewith.
- (12) As to Section VI.C., (i) each Lender shall be a third-party beneficiary hereof and (ii) such section shall be self-operative, and no further instrument is necessary.
- (13) For so long as the CDE Loan Agreement remains in effect, Lessee and Lessor shall provide such information as may be reasonably requested by the CDE Lender to comply with requirements of the CDFI Fund (as defined in the CDE Loan Agreement) with respect to the Tax Credit data collection. The Demised Premises shall be operated in a manner that satisfies and shall continue to satisfy all

restrictions applicable to the Demised Premises and real property on which the Demised Premises is located and qualified businesses under Section 45D of the Code and Treasury Regulations (as defined in the CDE Loan Agreement).

D. New Lease. If Lessor terminates this Agreement because of an event of default not cured by Lender or a foreclosure of Lessee's interest in this Agreement, or if this Agreement is terminated for any other reason, or if this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditors' rights, Lessor shall give written notice that such termination has occurred to each Lender of which Lessor has been informed. In addition to any other rights the Lender may have hereunder, if, within forty-five (45) days after the receipt of such notice, such Lender shall have effected a cure of all monetary defaults of Lessee, and within one hundred eighty (180) days after the receipt of such notice such Lender shall have effected a cure of all non-monetary defaults of Lessee which are susceptible of cure by a third party within such period (expressly excluding breaches of personal covenant defaults of such Lessee, such as maintenance of organizational existence and the like), then such Lender may request a new lease for the entire Demised Premises on the same terms as this Agreement for the remaining balance of the term. Lessor shall, within sixty (60) days thereafter, to the extent permitted by law, mutually execute and deliver a new lease of the Demised Premises with such Lender or to its respective nominee (the "New Lessee"), effective as of the date of execution of the new lease for what would have been, from the date of termination of this Agreement, the remainder of the term of this Agreement. Such new lease shall contain the same provisions (including, but not limited to, extension provisions and any options in favor of Lessee) as would have been in effect for such remainder of the term pursuant to this Agreement. Lessor will, at the request and at the sole cost and expense of such Lender, or respective nominee, cooperate, including in its name if reasonably required, in the prosecution of summary proceedings to evict Lessee or any other occupants of the Demised Premises. Upon the execution and delivery of a new lease pursuant to this Section VI.D., the Demised Premises, and all subleases and other agreements pertaining to the Demised Premises which theretofore may have reverted to Lessor upon termination of this Agreement and which have not terminated shall be transferred to the extent transferable, without any warranty or recourse whatsoever, by Lessor to and assumed by New Lessee. Any new lease made pursuant to this Section VI.D. shall be senior in priority with respect to any fee mortgage, if applicable, or other lien, charge or encumbrance, if any, on the fee simple title to the Demised Premises and/or Lessor's reversionary interest in the Demised Premises. Lessor shall cause each such fee mortgagee, judgment lienor or creditor, from time to time upon written request and without charge, to execute, acknowledge and deliver such instruments reasonably requested by a Lender to evidence the foregoing. The provisions of this Section VI.D. shall survive any termination of this Agreement.

E. Fee Mortgages. Lessor shall have the right to convey, mortgage or encumber all or a portion of its fee simple interest in the Demised Premises and/or its interest in this Agreement during the term of this Agreement (including without limitation a tenancy-in-common or other partial interest in the Demised Premises and/or this Agreement), without the prior written consent of Lessee, but only on the express conditions that (i) the lien of any such fee mortgage or deed of trust shall be subordinate to the leasehold interest of Lessee in the Demised Premises and other rights of Lessee (including extension options) created by this Agreement, as it may be extended, amended or otherwise modified from time to time (as well as any replacement lease for this Agreement entered into by a Lender pursuant to Section VI.D. above), (ii) the lien of any such fee

mortgage or deed of trust shall be subordinate to the Leasehold Deed of Trust held by the CDE Lenders and/or its successors and assigns, as it may be extended, amended or otherwise modified from time to time, and (iii) any transferee of Lessor's fee simple interest in the Demised Premises and/or its interest in this Agreement during the term of this Agreement (including without limitation a tenancy-in-common or other partial interest in the Demised Premises and/or this Agreement) shall be bound by the terms of this Agreement.

F. Lessor and Lessee acknowledge and agree that pursuant to Section 57-105-1(7)(d) of the Mississippi Code of 1972, as amended, this Agreement, the JRA Ground Lease, the Development Agreement and the Demised Premises are exempt from any limitation or requirements with respect to leasing, acquiring and/or constructing public property or facilities in the State of Mississippi.

VII. REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties by Lessor. Lessor represents and warrants to Lessee as follows:

- (1) Existence. Lessor is a body corporate and politic of the State of Mississippi and has all requisite power and authority to execute, deliver, and perform this Agreement and transactions contemplated hereby.
- (2) Authority. This Agreement and all agreements and instruments contemplated by this Agreement to which Lessor is a party or signatory have been duly authorized, executed and delivered by Lessor and constitute the legal, valid and binding obligations of Lessor enforceable in accordance with their terms. All requisite action of Lessor has been taken to authorize the execution, delivery and performance of this Agreement and all transactions contemplated hereby.
- (3) Conflicting Instruments. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby do not and will not violate any note, bond, indenture, lease or other agreement or instrument to which Lessor is a party or by which it is bound.
- (4) Environmental. To the best of its knowledge, between the issuance of the Environmental Reports and the Commencement Date, Lessor has not released or caused or permitted to be released on or from the Property any Hazardous Materials in violation of any Environmental Laws (as such terms are defined in the Operating Lease).
- (5) Liens and Encumbrances. As of the Commencement Date, no liens encumber or have been filed against the Demised Premises (other than the CDE Lenders' Deed of Trust in favor of the CDE Lenders) and all work performed as of the Commencement Date has been paid in full and no person or entity has a claim against Lessor for nonpayment of the same.

B. Representations and Warranties by Lessee. Lessee represents and warrants to Lessor as follows:

- (1) **Existence.** Lessee is a body corporate and politic and the urban renewal agency of the City of Jackson, Mississippi, duly organized and validly existing in good standing under the laws of the State of Mississippi and has all requisite power and authority to execute, deliver, and perform this Agreement and the transactions contemplated hereby.
- (2) **Authority.** This Agreement and all agreements and instruments contemplated by this Agreement to which Lessee is a party or signatory have been duly authorized, executed, and delivered by Lessee and constitute the legal, valid and binding obligations of Lessee enforceable in accordance with their terms. All requisite organizational action of Lessee has been taken to authorize the execution, delivery and performance of this Agreement and all transactions contemplated hereby.
- (3) **Conflicting Instruments.** The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not violate any note, indenture, lease or other agreement or instrument to which Lessee is a party or by which it is bound.

VIII. [RESERVED].

IX. EVENTS OF DEFAULT AND REMEDIES

A. Event of Default. In the event of default by any party of any of its covenants or conditions contained in this Agreement, the defaulting party shall be given notice citing the default(s) and allowing it thirty (30) days from such notice to cure such breach. If the defaulting party has diligently commenced work to cure such breach during such thirty (30) day period but additional time is needed to cure such breach, the non-defaulting party may grant the defaulting party an extension of thirty (30) days, in its discretion. If the defaulting party has failed to cure the breach within sixty (60) days from the date of non-defaulting party's notice of such breach, and provided Lender has not cured Lessee's breach pursuant to the provisions hereof, the non-defaulting party may proceed in accordance with Section IX.B. below. Any notice of default to, or opportunity to cure in favor of, Lessee under this Section IX.A. shall simultaneously be provided to Lender in accordance with Section VI.C. above.

B. Remedies. Upon a default by Lessee under Section IX.A. above, subject to the rights of any Lender, Lessor may exercise any remedies available to it at law or equity other than terminating this Agreement. Lessee hereby acknowledges that equitable remedies are appropriate under this Agreement, and without limiting the generality of the foregoing, Lessor's remedies shall include: (i) appointment of a receiver to operate the Demised Premises; or (ii) specific performance. The remedies, rights and privileges of Lessor in case of default of Lessee as enumerated above shall not be exclusive; and, in addition thereto, Lessor may exercise and enforce all rights in law and in equity which it may otherwise have because of said default. In the event of a default by Lessor under Section IX.A. above, Lessee may exercise and enforce all rights in law and in equity which it may otherwise have because of said default.

C. Waiver of Rights, Remedies and Relief. No delay or failure of either party to exercise any power or right hereunder, or under a similar agreement with third parties, shall operate as a waiver of any right, remedy or relief which either party is entitled; and such rights, remedies and relief shall be deemed continuous; nor shall a partial exercise preclude the party from full exercise thereof.

D. Forbearance During Term of CDE Loans. Notwithstanding anything herein to the contrary, Lessor shall forbear from exercising any of its remedies under this Agreement for so long as the CDE Loans remain outstanding.

X. MISCELLANEOUS PROVISIONS.

A. Notices. Any notices or other communications hereunder shall be deemed to have been given when delivered personally, sent by electronic transmission (with confirmation receipt) to the following telephone numbers, or if deposited in the United States Mail, registered or certified, with proper postage and registration or certification fees prepaid, upon delivery by the post office addressed to the following addresses:

TO LESSOR:

City of Jackson, Mississippi

Attention: _____

Facsimile: (601) ____ - _____

E-mail: _____

with a copy to:

Attention: _____

Facsimile: _____

E-mail: _____

TO LESSEE:

Jackson Redevelopment Authority

Attention: _____

Facsimile: (601) _____

E-mail: _____

with a copy to:

Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
Attention: Jetson G. Hollingsworth
Facsimile: (601) 985-4404
E-mail: jet.hollingsworth@butlersnow.com

and to:

Attention: _____
Facsimile: () _____
E-mail: _____

AND TO THE CDE LENDERS AND OTHER FINANCING PARTIES AT THE ADDRESSES SET FORTH ON EXHIBIT F.

or such other addresses as may be designated by any of the parties from time to time by written notice given to the other party in the aforesaid manner.

B. Assignment. This Agreement and all rights pertaining hereto, and obligations hereunder may be assigned by Lessor or Lessee at any time only with the written consent of the other party, which consent will not unreasonably be withheld, conditioned or delayed. Notwithstanding the foregoing, (i) QALICB may encumber and assign its leasehold interest in the JRA Ground Lease under a Leasehold Deed of Trust, and any successor in interest thereto, pursuant to Section VI.C.(1) without the consent of Lessor and (ii) QALICB may assign or transfer this Agreement to a Lender at any time in connection with QALICB's exercise of its remedies pursuant to the applicable Leasehold Deed of Trust. Other than as specifically permitted herein, this Agreement shall not be assigned by Lessee to any other party.

C. Binding Effect. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

D. Brokerage Commissions. Each party represents and warrants to the other party that such warranting party has not incurred any obligation to pay any brokerage commissions by reason of the transaction contemplated hereunder. Each party shall be responsible for all loss, cost, damage, expense and liability whatsoever based upon any such commitment by such other party.

E. Applicable Laws. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Mississippi. To the extent any provision of this Agreement is not enforceable under Mississippi law, such provision shall be modified, deleted or deemed invalid to the extent it is either not authorized by or inconsistent with the laws of the State of Mississippi, including the opinions of

the Mississippi Attorney General.

F. **Memorandum of Ground Lease.** Lessor and Lessee shall sign, acknowledge and deliver a memorandum of ground lease in the form attached as **Exhibit D** for purposes of recording, where permitted by law. The memorandum of ground lease may not, under any circumstances, be interpreted to amend any of the provisions of this Agreement which will, in all circumstances, govern and control.

G. **Further Assurances.** Each party hereby agrees to execute all such further instruments and documents, and to take all such further action as any other party may reasonably require to give effect to the provisions and purpose of this Agreement.

H. **Agreement Interpretation.** This Agreement has been freely and fairly negotiated by the parties hereto and has been reviewed and discussed by legal counsel for each of the parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring construction or interpretation against the interest of the party causing this Agreement to be drafted.

I. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile machine, portable document format (“**PDF**”), Electronic Signature (as defined below) or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The effectiveness of any such documents and signatures shall, subject to applicable laws, have the same force and effect as manually signed originals and shall be binding on the parties. “**Electronic Signature**” means any symbol or process attached to a document or instrument and executed or adopted by a person with the intent to sign the document or instrument, including, without limitation, any digital representation of a party’s signature created by scanning such party’s signature or by any electronic signature service such as DocuSign.

J. **Joint and Several Liability.** If Lessor or Lessee consists of more than one person or entity, the obligations and liabilities of each such person or entity hereunder shall be joint and several.

K. **No Merger of Estates.** The interests of Lessor and Lessee in the Demised Premises shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that the leasehold estate, or any interest therein, may be held directly or indirectly by or for the account of any person who shall own Lessor’s reversionary interest, or any portion thereof; and no such merger of estates shall occur by operation of law, or otherwise, unless and until all persons at the time having any interest in the Demised Premises, including any Lender, shall join in the execution of a written instrument effecting such merger of estates.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Ground Lease Agreement to be duly executed as of the Effective Date.

LESSOR:

CITY OF JACKSON, MISSISSIPPI, a body corporate and politic of the State of Mississippi

By: _____

LESSEE:

JACKSON REDEVELOPMENT AUTHORITY,
a body corporate and politic and urban renewal
agency of the City of Jackson, Mississippi

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

WIP

EXHIBIT C
IMPROVEMENTS

EXHIBIT D

MEMORANDUM OF GROUND LEASE

(attached behind)

EXHIBIT E

FORM OF ESTOPPEL CERTIFICATE

[Date]

[Addressee]

Re: Ground Lease Agreement dated _____, 2023 (as amended from time to time, the "Lease") by and between City of Jackson, Mississippi (the "Lessor") and Jackson Redevelopment Authority ("Lessee") with respect to certain premises in Hinds County, Mississippi (the "Property")

Ladies and Gentlemen:

This Estoppel Certificate is being delivered in connection with a financing transaction the proceeds of which were used to develop, repair, improve, adorn and equip the Russell C. Davis Planetarium and other authorized purposes with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities on the Property pursuant to that certain Ground Lease Agreement dated as of _____, 2023 (the "City Ground Lease"). Lessee's leasehold interest in the Property was ground leased to the JRA Public Benefit Corporation (the "QALICB") pursuant to that certain Ground Lease Agreement dated as of _____, 2023 (the "JRA Ground Lease"). The QALICB's leasehold interest in the Property was pledged to Hope New Markets __, LLC, a Mississippi limited liability company (the "Hope CDE Lender") and [Wells Fargo __, LLC, a _____ limited liability company (the "Wells CDE Lender" and, together with the Hope CDE Lender, the "CDE Lenders"), as collateral for the CDE Lenders' loans under that certain Loan and Security Agreement dated as of _____, 2023. This Estoppel Certificate may be relied upon by the CDE Lenders, their successors and assigns, including a purchaser of an interest in any such loan, and any person claiming by or through the CDE Lenders (each, a "Recipient"). Accordingly, Lessor and Lessee certify to and agree with each Recipient as of the date hereof as follows:

1. The Lease is in full force and effect. The Lease has not been amended, modified, supplemented, assigned, or extended, and is in full force and effect as of the date hereof. There are no other agreements, whether written or oral, between Lessor and Lessee affecting the Property or Lessee's obligation to pay rentals under the Lease.

2. The term of the Lease commenced on _____, 2023, and will expire on _____ 20__.

3. Lessee acknowledges full receipt and satisfaction of all consideration contemplated or required by Section I.C. Lessee has paid to Lessor all rent and other sums otherwise owed under the Lease as of the date hereof.

4. There are no defaults or events that with the passage of time or notice would constitute a default by Lessor or Lessee under the Lease. Lessor and Lessee are in full compliance with all of the terms, conditions and covenants of the Lease. Lessor has no actual knowledge of

any claims by others against Lessee relating to the Property or its use. No event has occurred giving, and no state of facts exist which, with the passage of time or the giving of notice, or both, would give, Lessor the right to terminate the Lease. As of this date, Lessor has no defenses or offsets against the full and complete enforcement of the Lease by Lessee or its predecessors, successors or assigns, including the CDE Lenders.

5. All obligations under the Lease to be performed by either Lessor or Lessee prior to the date hereof have been satisfied, including but not limited to, any obligations of Lessee to make or pay for any improvements, alterations or work done on the Property, and all improvements or work required to be performed by Lessee have been completed in accordance with the Lease and have been accepted by Lessor.

6. The address for notices to be sent to Lessor or Lessee is set forth in the Lease.

7. If the CDE Lenders or their designees succeed to Lessee's (or any successor to Lessee) interest in the Property or if a sale by power of sale or by judicial or non-judicial foreclosure occurs, Lessor agrees to attorn to and accept the CDE Lenders, their designees or a purchaser at such sale as its lessee under the Lease for the then remaining balance of the term thereof and Lessor shall be bound to such new lessee, in accordance with the all of the provisions of the Lease, for the remaining term of the Lease. This attornment shall be self-operative.

8. The undersigned individual hereby certifies that he or she is duly authorized to sign, acknowledge and deliver this Estoppel Certificate on behalf of Lessor or Lessee, as applicable. If more than one party executes this Estoppel Certificate, each party shall be jointly and severally liable hereunder.

9. Lessor acknowledges that (a) the CDE Lenders will rely on this Estoppel Certificate in making a loan or otherwise extending credit to Lessee and (b) each Recipient will rely on this Estoppel Certificate. Lessor acknowledges that (a) the information contained in this Estoppel Certificate and the provisions hereof shall be for the benefit of each Recipient and (b) the provisions hereof shall also inure to the benefit of any lender making a loan secured by the direct or indirect interests in Lessee and/or the Property.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Estoppel Certificate to be duly executed as of the Effective Date.

LESSOR:

CITY OF JACKSON, MISSISSIPPI, a body corporate and politic of the State of Mississippi

By: _____

[Signature page to Estoppel Certificate]

[Signatures continued on following page]

LESSEE:

JACKSON REDEVELOPMENT AUTHORITY,
a body corporate and politic and urban renewal
agency of the City of Jackson, Mississippi

By: _____

[Signature page to Estoppel Certificate]

[End of Signature Pages]

EXHIBIT F

ADDRESSES OF EACH LENDER AND OTHER FINANCING PARTIES

26

ORDER AUTHORIZING THE MAYOR TO EXPEND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS)

APL
7/19/23

WHEREAS, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development (HUD) 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, HUD has allocated CDBG funding for housing, community, and economic development activities; and

WHEREAS, on February 18, 2020, the Office of Housing and Community Development (OHCD) 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, HUD has 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, OHCD 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, OHCD has allocated one hundred nine thousand, four hundred seventy-nine dollars (\$109,479.00) for small businesses to be utilized for façade improvements between July 1, 2023 to August 31, 2023; 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 funds for small business enterprises in the City of Jackson for façade improvement expenses in an amount not to exceed one hundred nine thousand four hundred seventy-nine dollars and zero cents (\$109,479.00); and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to expend CDBG funds in a total amount not to exceed one hundred nine thousand four hundred seventy-nine dollars and zero cents (\$109,479.00) beginning July 1, 2023, through August 31, 2023, for façade

improvements for small business enterprises in the City of Jackson.

Item# _____
Agenda Date: _____

By: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/01/2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXPEND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	5. Economic Development
3.	Who will be affected	CDBG eligible small business enterprises in the City of Jackson
4.	Benefits	To provide CDBG eligible economic development activities.
5.	Schedule (beginning date)	July 1, 2023
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	All Wards
7.	Action implemented by: ___X___ City Department _____ Consultant	Office of Economic Development
8.	COST	\$109,479.00
9.	Source of Funding _____ General Fund <u>X</u> _____ Grant _____ Bond _____ Other	CDBG Funds
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A <u>X</u> AABE ___% WAIVER yes ___ no ___ N/A <u>X</u> WBE ___% WAIVER yes ___ no ___ N/A <u>X</u> HBE ___% WAIVER yes ___ no ___ N/A <u>X</u> NABE ___% WAIVER yes ___ no ___ N/A <u>X</u>

**DEPARTMENT OF PLANNING
AND DEVELOPMENT**

MEMORANDUM

TO: Chokwe Antar Lumumba, Mayor

FROM: Chloe Dotson, Interim Director
Department of Planning and Development

DATE: 07/01/2023

RE: ORDER AUTHORIZING THE MAYOR TO EXPEND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON. (ALL WARDS)

The attached agenda item authorizes the Mayor to expend Community Development Block Grant (CDBG) funding providing housing, community, and economic development funding for activities and assistance for low moderate-income persons and special needs populations to small business enterprises in the City of Jackson for façade.

cc: Yika Hoover, Interim Deputy Director, Office of Economic Development

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXPEND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



8/23/23
Date

OFFICE OF THE CITY ATTORNEY
8/14/23

**SMALL BUSINESS FACADE AND PROPERTY IMPROVEMENT GRANT
PROGRAM CONTRACT**

This Contract is made and entered into by and between the **City of Jackson**, hereinafter called the "**City**", and ., hereinafter called the "**Recipient**".

WHEREAS, the Recipient submitted a grant request for receipt of a Forside Grant under the City's Façade Matching Grant Component; and

WHEREAS, the City Council of the City awarded a grant to the Recipient on the 1st day in April 2023, pursuant to the City's Economic Development Incentives Program Guidelines and Procedures, as administered by its Office of Economic Development;

WITNESSETH:

In consideration of the mutual benefits and advantages each to the other, the receipt and sufficiency of which are hereby acknowledged, the City and Recipient agree as follows:

1. The Recipient business is located at, and a site that is part of the **CDBG** designated area by the U.S. Department of Housing and Urban Development (HUD).

2. The Recipient's application under the City's Façade Matching Grant Component is incorporated by reference in this contract as it set forth in full herein.

3. The City shall pay up to \$_____ to the Recipient on a reimbursement and matching funds basis for certain façade renovation to the property, hereinafter called the "Project", as more fully described in Recipient's application. The project shall be performed in accordance with the project description set forth in the recipient's application. At a minimum, the following project work shall be performed: a) Storefront Improvements; b) New sign on the building; c) Windows/Display repairs; d) Graphics on the building; and e) New doors. Payment by the City shall be made within forty-five (45) days after receiving from the Recipient written documentation evidencing amounts expended and income received.

4. Payment by the City shall be made within forty-five (45) days after receiving from the Recipient written documentation evidencing amounts expended and income received.

5. The Recipient acknowledges receipt of the policy and procedures governing the Façade Grant Component and agrees to comply fully with all requirements.
6. The City may terminate the Contract upon giving thirty days written notice to the Recipient.
7. The Recipient agrees to comply and assure compliance with the “Conditions and Assurances” as listed:
 - Recipient assures that all information submitted in his application and all representations made in obtaining this Storefront Improvement Grant are true;
 - Recipient assures that he will comply with the requirements of the labor standards requirements as set forth in 24 CFR 570.605 and HUD regulations issued to implement such requirements;
 - Recipient assures that he will comply with the requirements of Executive Order 1988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
 - Recipient assures that he will comply with the requirements of the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234P);
 - Recipient assures that no officials, employee, or agents of the City of Jackson have any ownership, leasehold interest, or pecuniary interest direct or indirect in the project;
 - Recipient assures that the facts contained in the attached letter, attachment “C”, to HUD dated April 1, 2023 as provided by the based on his representation are true and correct; and,
 - Recipient will comply with all state and or federal conflict of interest and ethical laws.

Failure to comply with the above mentioned Conditions and Assurances or breach of any terms of the Grant Agreement, or violation of the policies and procedures governing the Façade Matching Grant Component or violation of any and all applicable federal and state laws and regulations, will result in the termination of the contract and the demand for repayment of any matching grant funds.

IN WITNESS WHEREOF, this Contract is executed by the
Parties hereto on this the ____ day of _____, 2023.

ATTEST:

CITY OF JACKSON, MISSISSIPPI

CITY CLERK

BY: _____
MAYOR

ATTEST:

BY: _____
, Owner



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

September 11, 2020

The Honorable Chokwe Lumumba
Mayor of Jackson
P.O. Box 17
Jackson, MS 39205

Dear Mayor Lumumba:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department immediately allocated \$2 billion on March 27, 2020, the same day President Trump signed the Act, based on the fiscal year 2020 CDBG formula; this constituted the first round of CDBG-CV funds. Next, \$1 billion was required by the Act to be allocated to States and insular areas within 45 days of enactment of the Act; HUD accomplished this on May 11, 2020, and this constituted the second round of CDBG-CV funds. Finally, the remaining \$2 billion in CDBG-CV funds was required by the Act to be allocated to states and local governments at the discretion of the Secretary on a rolling basis; HUD accomplished this on September 11, 2020, and this constituted the third round of CDBG-CV funds. Additionally, up to \$10 million will be set aside for technical assistance.

Accordingly, this letter informs you that your jurisdiction's allocation for the third round is \$1,467,283. Your cumulative amount for all allocation rounds is \$2,568,508.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2019 and FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the HUD Secretary to grant waivers and alternative requirements of statutes and regulations the HUD Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent,

prepare for, and respond to coronavirus.

The CDBG CARES Act Federal Register Notice (FR-6218-N-01) was released on August 10, 2020. The notice describes the allocations and grant procedures applicable to the CDBG-CV grants. It also describes the program flexibilities, waivers, and alternative requirements that apply to the CDBG-CV grants as well as the fiscal year 2019 and 2020 CDBG grants. As further such flexibilities become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and the requirement that each grantee have adequate procedures to prevent the duplication of benefits (DOB). HUD will provide guidance and technical assistance on DOB, the prevention of fraud, waste, and abuse, and on documenting the impact of this program for beneficiaries.

Reminder, all CPD Grantees must ensure they maintain active Dun and Bradstreet Numbering System (DUNS) numbers in the System for Award Management (SAM) system. Entities must have an active and unexpired DUNS before execution of grant agreements to avoid delays in the obligation of funds- which will delay your ability to drawdown funds in the Integrated Disbursement & Information System (IDIS). Grantees are required to maintain an active SAMs registration by re-activating their DUNS number annually in the SAM system for the entire drawdown period of their grants. DUNS numbers can be registered and renewed each year at the following website: <https://www.sam.gov/SAM/>.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,



John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development



U. S. Department of Housing and Urban Development

Jackson Field Office, Southeast / Caribbean
Dr. A. H. McCoy Federal Building, Room 910
100 West Capitol Street
Jackson, Mississippi 39269-1096

November 30, 2021

Valerie Tucker, Interim Deputy Director
City of Jackson
Office of Housing and Community Development
218 S. President Street
Jackson, MS 39201

Dear Ms. Tucker:

SUBJECT: CARES Act Award Transmittal

The Jackson Field Office would like to thank you for your continued diligence in responding to the coronavirus crisis. The Coronavirus Aid, Relief and Economic Security (CARES) Act provides funding to enable your community to prevent, prepare for, and respond to coronavirus through providing quality subsidized housing and expanding economic opportunities for low- and moderate-income persons through Department of Housing and Urban Development (HUD) programs.

Your community has been awarded CARES Act funding as noted below. You will need to execute a grant agreement amendment for any subsequent rounds of funding in addition to the original grant agreement for Round 1 program funds.

One grant agreement or grant agreement amendment, as applicable, is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG-CV) Round 3 \$2,568,508

Transmittal of a grant agreement or grant agreement amendment does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as the grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement.

CARES Act Provisions

The CARES Act awards follow the existing regulations for each program, with additional flexibilities and suspensions that have been provided by HUD as well as those that will be outlined in forthcoming applicable program Notices. Access the current waiver memoranda on HUD.gov here: https://www.hud.gov/program_offices/comm_planning. The Federal Register Notices for each program are posted on the HUD website as listed below:

- CDBG-CV Notice: https://www.hud.gov/sites/dfiles/CPD/documents/CDBG-CV_Note_Federal_Register_Publication_2002-08.pdf

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all
www.hud.gov espanol.hud.gov

Administrative Guidelines

Electronic signatures and email transmission are approved for the following:

- Grant agreements
- Grant agreement amendments
- IDIS Online Access Request Form (HUD 27055)
- Request for Release of Funds
- Direct Deposit Sign-Up form (SF-1199A)

The Chief Elected Official and/or designee should execute two (2) copies of each attached grant agreement or grant agreement amendment, as applicable. To establish a Line of Credit for the supplemental CARES Act funds, it will be necessary for your agency to sign, execute and return one (1) copy of each Grant Agreement. Electronic signature and email submission of the agreement to the field office is approved. Return one (1) copy of each agreement or amendment to this office to the attention of Donnetta McAdoo, Director, Community Planning and Development. Please ensure the signatory signs the CDBG-CV grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG-CV Funding Approval/Agreement should not be electronically signed in box 12c. Maintain a copy of each agreement with the original signature on site in your program files.

If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), which can be signed and notarized electronically. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed electronically by your financial institution and returned to this office by email with a copy of a voided check.

You are reminded that these grants are subject to the provisions of 24 CFR Part 58 Environmental Review Procedures unless requirements are waived through the CARES Act. Funds for covered activities may not be obligated or expended until HUD has approved the release of funds. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required. Updated procedures are available at <https://www.hudexchange.info/news/office-of-environment-and-energy-guidance-in-response-to-covid-19/>.

Thank you for your efforts in supporting community needs in order to prevent, prepare for and respond to coronavirus, and we are available to assist you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact Dana Jones, Sr. CPD Representative at dana.t.jones@hud.gov.

Sincerely,


Donnetta McAdoo, Director
Office of Community Planning and
Development

Enclosures

Funding Approval/Agreement
 Title I of the Housing and Community
 Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in Item 5 of Standard Form 424) Jackson	3a. Grantee's 9-digit Tax ID Number 646000503	3b. Grantee's 9-digit DUNS Number 199732731
2. Grantee's Complete Address (as shown in Item 6 of Standard Form 424) 200 S President St Jackson, MS 39201-4307	4. Date use of funds may begin (mm/dd/yyyy) 11/30/2021	
	5a. Project/Grant No. 1 B-20-MW-28-0003	5b. Amount Approved \$2,568,508
	5c. Project/Grant No. 2	5d. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in Item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-reipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Donnetta Meador	Grantee Name (Contractual Organization) Jackson (Jackson City Of)
Title CFD Director	Title
Signature 	Signature
Date (mm/dd/yyyy) 11/30/2021	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 08/11/2021 9b. Date Grantee Notified (mm/dd/yyyy) 11/30/2021 9c. Date of Start of Program Year (10/1/2020)	10. Check one <input type="checkbox"/> a. Orig. Funding Approval <input checked="" type="checkbox"/> b. Amendment Amendment Number
---	--	--	---

11. Amount of Community Development Block Grant		FY (2020)
a. Funds Reserved for this Grantee	\$2,568,508	
b. Funds now being Approved		
c. Reservation to be Canceled		
11a minus 11b:		

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Jackson (City Of) 200 S President St Jackson, MS 39201-4307
--	--

Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency Chakura A. Lumbwa Title Mayor Signature
--	---

HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
							Project Number		Amount		
							Project Number		Amount		

Date Entered PAS (mm/dd/yyyy) Date Entered LOCCS (mm/dd/yyyy) Batch Number Transaction Code Entered By Verified By

Additional CDBG-CV Requirements

In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements apply to Grantees receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

- 1) The Grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for and respond to coronavirus.
- 2) The grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.
- 3) The Grantee may use CDBG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.
- 4) The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442).
- 5) The period of performance for the funding assistance specified in the Funding Approval/Agreement ("Funding Assistance") shall be six years. It shall begin on the date specified in item 4 in the Funding Approval/Agreement and shall end six years later, on the month and day specified in item 4. The Grantee shall not incur any obligations to be paid with the Funding Assistance after this period of performance.
- 6) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Funding Approval/Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Funding Approval/Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering <u>Department/Agency</u>	Indirect cost rate	Direct <u>Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the Indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- 7) In addition to the conditions contained in the Funding Approval/Agreement (form HUD 7082), the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

- 8) The grantee shall ensure that no CDBG-CV funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- 9) The Grantee or unit of general local government that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- 10) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- 11) CDBG-CV funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source – This condition is included as requirement on the use of fiscal year 2020 CDBG funds by the Community Development Fund heading, Department of Housing and Urban Development Appropriations Act, 2020, Public Law 116-94, and is made applicable to this grant by the CARES Act).

SPECIAL MEETING OF THE CITY COUNCIL

TUESDAY, May 26, 2020 10:00 A.M.

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WHEREAS, the Department of Planning and Development, through its Transit Division, desires to enter into an agreement for non-hazardous waste removal at its administrative and maintenance facility located at 1785 Highway 80 West, Jackson, Mississippi; and

WHEREAS, Pitres' Environmental Services, Inc. was the only respondent to the staff's March 5, 2020, request for quotes to provide the non-hazardous waste removal; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute the agreement and related documents with Pitres' Environmental Services, Inc. to provide the services for thirty-six (36) month commencing on June 1, 2020 through May 31, 2023; and

WHEREAS, the cost shall not exceed \$1.15 per gallon for Non-Hazardous Liquids, \$1.65 per gallon for Non-Hazardous Solids, and \$100.00 per Profile Application, which is covered by FTA funds and the City's local match; and

WHEREAS, an increase in price must be approved by the governing authorities; and

WHEREAS, this agreement will expire after thirty-six (36) months unless approval is granted by the governing authorities.

IT IS THEREFORE, ORDERED that the Mayor is authorized to execute the agreement with Pitres' Environmental Services, Inc. for non-hazardous waste removal at the JTRAN Administrative and Maintenance Facility for an amount not to exceed \$1.15 per gallon for Non-Hazardous Liquids, \$1.65 per gallon for Non-Hazardous Solids, and \$100.00 per Profile Application through May 31, 2023.

IT IS FURTHER ORDERED that the services shall be paid for using Federal Transit Administration (FTA) grant funds at 80% and local match from General Fund at 20% to the Office of Transportation

Council Member Tillman moved adoption; President Lindsay seconded.

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

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING NOTICING THE PUBLIC THAT THE CITY OF JACKSON IS CONSIDERING AMENDMENT NUMBER 2 TO ITS 2015-2019 FIVE YEAR (5-YEAR) CONSOLIDATED PLAN, AMENDMENT NUMBER 1 TO ITS 2019 ONE-YEAR ACTION PLAN OF THE CONSOLIDATED PLAN, AND AMENDMENT TO THE CITIZEN PARTICIPATION PLAN; AND UNLESS THERE ARE OBJECTIONS DURING THE COMMENT PERIOD, AUTHORIZING THE ADOPTION OF THE AMENDMENT.

WHEREAS, on August 11, 2015, found at Minute Book 6-H, Page 550, the Mayor was authorized to submit the City of Jackson's 2015 - 2019 Five Year Consolidated Plan to the U. S. Department of Housing and Urban Development; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") (Public Law 116-136) was enacted on March 27, 2020 in response to the Coronavirus (COVID-19) Pandemic; and

WHEREAS, the U. S. Department of Housing and Urban Development allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, on April 2, 2020, the Office of Housing and Community Development was notified of supplemental funding in the following amounts: \$1,101,225 - Community Development Block Grant (CDBG), \$208,689 - Housing Opportunities for Persons with AIDS (HOPWA), and \$575,228 - Emergency Solutions Grants (ESG) funds; and

SPECIAL MEETING OF THE CITY COUNCIL

TUESDAY, May 26, 2020 10:00 A.M.

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WHEREAS, federal regulations require amendments to a jurisdiction's 5-year Consolidated and One-year Action Plans in order to utilize increases in funding and to establish new projects and programs; and

WHEREAS, the federal regulations found at 24 CFR 91.105 require the jurisdiction to adopt a citizen participation plan that sets forth the jurisdiction's policies and procedures for citizen participation; and

WHEREAS, in response to COVID-19, the federal government is allowing certain waivers to several federal requirements; and

WHEREAS, it is necessary to amend the Citizen Participation Plan to allow for the exceptions provided in the waivers to permit a minimum 5-day comment period on Substantial Amendments to Consolidated and Annual Action Plans during the Coronavirus Pandemic. The waivers also allow for virtual public hearings to comply with restrictions on large gatherings of more than 10 people.

IT IS, THEREFORE, ORDERED that notice be given to the public that the City of Jackson is considering Amendment Number 2 to its 2015-2019 Five Year (5 YR) Consolidated Plan and Amendment Number 1 to the 2019 One-Year Action Plan of the Consolidated Plan by:

Increasing available funding to include CARES Act funding awarded to the City of Jackson; and, including projects to expend the CARES Act funding in preparing, preventing and responding to the Coronavirus.

IT IS FURTHER ORDERED that at the conclusion of the public comment period, unless there are objections from the general public, that the amendment to the 2015 – 2019 Consolidated and the 2019 Annual Action Plan, along with amendments to the Citizen Participation Plan will be considered adopted. However, if there are objections from the public, these objections will be presented to the governing authorities for consideration prior to the adoption of the

President Lindsay moved adoption; Council Member Tillman seconded.

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

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH XEROX CORPORATION TO BE USED BY THE OFFICE OF THE CITY ATTORNEY AND THE OFFICE OF THE CITY PROSECUTOR.

WHEREAS, on March 28, 2017, the Jackson City Council approved an Order authorizing the Mayor to execute a 36-month copier rental agreement with Xerox Corporation for two (2) W7970, and one (1) 7855PT copiers for the Office of the City Attorney and the Office of the City Prosecutor; and

WHEREAS, the contract with XEROX expired in March, 2020; and

WHEREAS, the Office of the City Attorney and City Prosecutor desires to enter into a 36-month rental agreement of three (3) copy machines: two XEROX C8070H and one C8045H; and

WHEREAS, Xerox Corporation, at 2627 Ridgewood Road, Jackson, Mississippi provides through State Contract No. 072788800, two XEROX C8070H (Office of the City Attorney) and one C8045H (Office of the City Prosecutor).

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute necessary documents with Xero providing for a 36-month rental of three (3) rental copiers: two XEROX C8070H (Office of the City Attorney) at a combined total of \$436.52 and one C8045H (Office of the City Prosecutor) at a cost of \$192.14 per month to include service and supplies, except paper and staples.

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OFFICE OF THE CITY ATTORNEY
9/12/23

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY ENTITLED PILOT PROGRAM FOR TRANSIT ORIENTED DEVELOPMENT PLANNING IN THE AMOUNT OF \$2,000,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS

WHEREAS, on August 8, 2023, the U.S. Department of Transportation's Federal Transit Administration (FTA) announced the availability of a Discretionary FY2023 Competitive Funding Opportunity entitled Pilot Program for Transit Oriented Development Planning (Federal Assistance Listing 20.526) and opened the SF-424 application process for federal assistance for the program with the Opportunity Number of FTA-2023-011-TPE-TODP; and

WHEREAS, Federal public transportation law set forth in 49 U.S. Code Section 20005 (b) authorizes the FTA to award grants for capital bus projects through a competitive process; and

WHEREAS, the grant opportunity category is discretionary; and

WHEREAS, this is a competitive grant, and an application to be submitted by October 10, 2023; and

WHEREAS, the City of Jackson Transit Division will request grant funding in the amount of two million dollars (\$2,000,000.00); and

WHEREAS, there is no match required of the City upon acceptance of these funds; and

WHEREAS, if awarded any funds, the funds will be used over FY2024, FY2025, FY2026, and FY2027; and

WHEREAS, the funds will be used for comprehensive planning that supports economic development, increased transit ridership and value capture multimodal connectivity, accessibility, increased transit access for pedestrian and bicycle traffic, mixed use/mixed income development, and affordable housing; and

WHEREAS, the Transit Division is recommending that the City apply for and accept said award to use in the City's public transportation system.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the SF-424 application and supplemental form with the United States Department of Transportation in the amount of two million dollars (\$2,000,000.00) with no match requirement.

IT IS FURTHER ORDERED that any awarded funds shall be used over FY2024, FY2025, FY2026, and FY2027 to be used for comprehensive planning that supports economic development, increased transit ridership and value capture multimodal connectivity, accessibility, increased transit access for pedestrian and bicycle traffic, mixed use/mixed income development, and affordable housing

IT IS FURTHER ORDERED that the Mayor is authorized to execute the agreement and related documents upon award of the grant funds.

Item# _____
Agenda Date: September 12, 2023
By: (Dotson, Lumumba)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 9/12/2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY ENTITLED PILOT PROGRAM FOR TRANSIT ORIENTED DEVELOPMENT PLANNING IN THE AMOUNT OF \$2,000,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS
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)	Grant application will occur following council action and mayor's execution of required documents.
6.	Location:	Citywide
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	\$2,000,000.00
9.	Source of Funding General Fund Grant X Bond Other	Grant Fund: \$2,000,000.00
10.	EBO participation	ABE % WAIVER yes no N/A <input checked="" type="checkbox"/> AABE % WAIVER yes no N/A <input checked="" type="checkbox"/> WBE % WAIVER yes no N/A <input checked="" type="checkbox"/> HBE % WAIVER yes no N/A <input checked="" type="checkbox"/> NABE % WAIVER yes no N/A <input checked="" type="checkbox"/>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director 
Office of Transportation

DATE: August 25, 2023

RE: Agenda Item for September 12, 2023 City Council Meeting

The attached agenda item authorizes the Mayor to execute applications, execute grant agreements and related documents for \$2,000,000.00 to receive the federal funds from the United States Department of Transportation's Federal Transportation Administration (FTA) Section 20005 (b) FY 2023 Competitive Funding Opportunity: Pilot Program for Transit Oriented Development Planning with the Opportunity Number of FTA-2023-011-TPE-TODP. This grant will help with comprehensive planning that supports economic development, increased transit ridership and value capture multimodal connectivity, accessibility, increased transit access for pedestrian and bicycle traffic, mixed use/mixed income development, and affordable housing. The competitive funding grant application will be for \$2,000,000.00 with no local match to be budgeted in the City of Jackson fiscal years (FY2024, FY2025, FY2026 and FY2027) when the expenses will be incurred.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

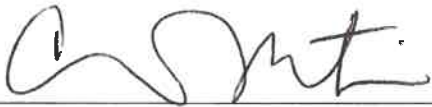
Office of the City Attorney

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
9/20/23

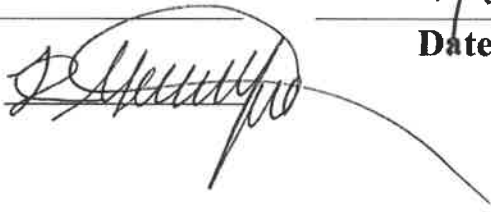
OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY ENTITLED PILOT PROGRAM FOR TRANSIT ORIENTED DEVELOPMENT PLANNING IN THE AMOUNT OF \$2,000,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kriste Metcalfe, *Deputy City Attorney*



9/20/23
Date

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ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF REVENUE REQUESTING THAT CERTAIN AREAS OF DOWNTOWN BE DESIGNATED AS AN ENTERTAINMENT DISTRICT

*ADA
9/20/23*

WHEREAS, the City of Jackson (“City”) recognizes the economic impact of the convention center and the need to retain visitors and provide additional amenities which will increase the tax base and stability of downtown; and

WHEREAS, the City is committed to investing in infrastructure repairs and projects that are in line with the aesthetics for the area; and

WHEREAS, to further this goal and pursuant to Mississippi Code Section 17-29-5, the Office of Economic Development proposes designating certain areas of downtown Jackson as an entertainment district; and

WHEREAS, the entertainment district will be known as the Lamar Entertainment District and will be the area more particularly described as follows:

Beginning at a point on the West property line of Lamar Street 455.5 feet South property line of Griffith Street; thence West at an angle of 95 degrees 37 minutes, 176 feet to a stake; thence South 16 feet to the North property line of Amite Street; thence East along the said North line of Amite Street 147.7 feet to a stake; thence Northwest 34.5 feet to Lamar Street at the Northwest corner of Amite Street; thence Northerly along the west side of Lamar Street 17.6 feet to the point of beginning; being in 9.40 acre lot No. 2 North, in the City of Jackson, and being in the East Half of the Southwest Quarter of Section 3, Township 5 North, Range 1 East; and

WHEREAS, designating the above-referenced area as an entertainment district will allow for social enhancement, increased mixed-use, residential housing provisions, and improved pedestrian usage and transit provisions in the city; and

WHEREAS, using the areas in this way will greatly enhance the economic viability of this area; and

IT IS THEREFORE ORDERED, that the Mayor be authorized to submit an application to the Mississippi Department of Revenue to have the above-referenced area declared an entertainment district as defined in Mississippi Code Section 17-29-5; and

IT IS FURTHER ORDERED, that, after the above-referenced approval, the City of Jackson will recognize the above-referenced area as the Lamar Entertainment District, according to the statutes of the State of Mississippi and the State Tax Commission.



MEMORANDUM

To: Chokwe Antar Lumumba, Mayor
From: Chloe Dotson, BUPD, MURP, Director
Date: August 22, 2023
Subject: Agenda Item

The Economic Development team would like to designate certain areas of Downtown Jackson as an entertainment district. Amongst other things, the designations allow qualifying businesses, which construct or renovate an entertainment facility or facilities, to use an accelerated state income tax depreciation deduction.

The entertainment district will be known as the Lamar Entertainment District and will begin at 219 North Lamar and run South on Lamar to the corner of South Lamar Street and Court Street, extending 200 feet off each street. A map of the proposed area is included in this agenda packet.

Designating the above-referenced area as an entertainment district will increase the value of the area and will allow for social enhancement and more mixed-use and residential housing provisions. It also will increase pedestrian usage and transit provisions in the city, significantly enhancing this area's economic viability.

In furtherance of this project, the Economic Development team is working to ensure that all statutory mandates of Miss. Code Ann. 17-29-5 necessary to declare an area as an Entertainment District also are satisfied.

Based on the above, the Economic Development team recommends that the Mayor be authorized to designate the above-referenced area, also known as the Pascagoula Entertainment District, as an entertainment district. Following the designations, the Economic Development team requests that the Mayor be authorized to submit formal applications to the Mississippi State Tax Commission regarding the same.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 9-26-23

POINTS		COMMENTS					
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF REVENUE REQUESTING THAT CERTAIN AREAS OF DOWNTOWN BE DESIGNATED AS AN ENTERTAINMENT DISTRICT					
2.	Purpose	To expound upon the economic success of the Jackson convention center, retain visitors, and to provide amenities to increase the tax base of the City of Jackson					
3.	Who will be affected	Citizens of the City of Jackson					
4.	Benefits	Tax base increase, improvements to the surrounding area, business attraction, and increased 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 	Ward 7 Tax base increase, improvements to surrounding area, business attraction, and increased quality of life and extend 200 feet off each street					
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development Office of Economic Development					
8.	COST	N/A					
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 						
10.	EBO participation See attached sheets from Vendors	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A ___X___ N/A ___X___ N/A ___X___ N/A ___X___ N/A ___X___			

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
10/1/23
Metcalfe

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF REVENUE REQUESTING THAT CERTAIN AREAS OF DOWNTOWN BE DESIGNATED AS AN ENTERTAINMENT DISTRICT** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kriste Metcalfe, Deputy City Attorney



10/1/23

Date

Lamar Entertainment District

Applicant Property

Legend
218 N Lamar St



29

RESOLUTION RATIFYING THE MAYOR'S TO EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION REGARDING STATE PROJECT ERBR-25-250(03) (MARTIN LUTHER KING, JR. DRIVE BRIDGE) AND RATIFYING THE DESIGNATION OF ELMORE MOODY, P.E., AS THE ENGINEER OF RECORD FOR SAID PROJECT

OFFICE OF THE ATTORNEY GENERAL
10/10/23

WHEREAS, the City of Jackson applied for and received \$530,811.50 in FY2023 Emergency Road and Bridge Repair Funds from the Mississippi Transportation Commission for the bridge on Martin Luther King, Jr. Drive over Town Creek Tributary; and

WHEREAS, the Mississippi Department of Transportation requires the City to submit an executed Memorandum of Agreement, and resolution designating the Engineer of Record for each awarded bridge project; and

WHEREAS, the City received the Memorandum of Agreement until August 23, 2023 and nothing in the letter indicated a deadline for submitting the executed Memorandum of Agreement; and

WHEREAS, the Mayor's Office received a call during the last week of September advising the City that the deadline for submitting the executed Memorandum of Agreement was September 30, 2023; and

WHEREAS, in order a avoid the loss of Emergency Road and Bridge Repair Funds from the Mississippi Transportation Commission for the bridge on Martin Luther King, Jr. Drive over Town Creek Tributary, the Mayor executed the Memorandum of Agreement on Friday, September 29, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSON THAT:

SECTION 1. The Mayor's execution of the Memorandum of Agreement with the Mississippi Transportation Commission for State Project ERBR-25-250(03) (Martin Luther King, Jr. Drive bridge) is hereby ratified.

SECTION 2. The Designation of Elmore Moody, P.E., as the Engineer of Record for State Project ERBR-25-250(03) (Martin Luther King, Jr. Drive bridge) is hereby ratified.

SECTION 3. The Mayor is authorized to execute other documents as necessary to the Mississippi Transportation Commission related to this project.

Agenda Item # 29
October 10, 2023
R. Lee, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 3, 2023

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	Memorandum of Agreement regarding an ERBR Project and designating the engineer of record.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4.	Neighborhood Enhancement		
		5.	Infrastructure and Transportation		
		7.	Quality of Life		
3.	Who will be affected	Motorists and residents on Martin Luther King, Jr. Drive			
4.	Benefits	Bridge Replacement Projects			
5.	Schedule (beginning date)	Upon approval			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Martin Luther King, Jr. Drive bridge (Ward 3)			
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works, Engineering Division			
8.	COST	No Cost to sign the documents			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
Interim Director & City Engineer

Date: October 3, 2023

Subject: Agenda Item for City Council Meeting

Attached, you will find a resolution that (1) ratifies the Mayor's execution of the Memorandum of Agreement with the Mississippi Transportation Commission for the ERBR bridge project on Martin Luther King, Jr. Drive near Cornerstone Missionary Baptist Church and (2) ratifies the designation of Elmore Moody, P.E., as the engineer of record for the ERBR bridge project. It is the recommendation of this office that this item be approved. If you have any questions, call me at (601) 960-2091.

Jeff Ely, PE
Chief of Staff
Charles R. Carr
Director, Office of Intergovernmental Planning



RECEIVED AUG 23 2023
D. Hatfield, P.E.
Deputy Executive Director/Chief Engineer
Lisa M. Hancock, P.E.
Deputy Executive Director/Administrative

Brad White
Executive Director

August 18, 2023

Honorable Chokwe A. Lumumba
Mayor, City of Jackson
219 S. President St
Jackson, MS 39201

RE: Emergency Road and Bridge Repair (ERBR) Award for Replacement of Bridge Number(s)
SA250000000252

Dear Mr. Lumumba:

We are pleased to inform you that the Mississippi Transportation Commission, at their meeting on July 25, 2023, approved up to \$530,811.50 in Emergency Road and Bridge Repair (ERBR) Program funds for the above referenced Project.

The Local Public Agency (LPA) will need to sign the attached Memorandum of Agreement (MOA) and return it to the Mississippi Department of Transportation (MDOT) for execution by the Executive Director. Once the MOA has been executed and the required information has been submitted identifying the Engineer of Record per the MOA, an initial deposit of up to twenty percent of the requested construction funds will be deposited into an account set up as described in the MOA. The remaining deposit of funds will be made at the time the low bid has been awarded. Once MDOT has received the information requested in the Final Payment Checklist, the LPA will receive the final deposit.

For applications that indicated the project was ready to be let to construction, the LPA will receive the deposit for necessary ERBR Funds once the MOA has been executed and MDOT has received the information requested in the Final Payment Checklist.

It is important that you and your city/county attorney review the attached MOA for a detailed understanding of the requirements to participate in the program. Pursuant to Mississippi Code Section 65-1-179, ERBR Funds are prohibited from being used to reimburse any amount that has been expended on the project prior to the award date by the Mississippi Transportation Commission. If the preconstruction amount noted in the MOA includes any prior expenditures, please advise MDOT so that the amount can be adjusted. This MOA has been approved by the Office of the Attorney General, and modifications will not be allowed. All signed MOAs must be returned with the appropriate board approval to the MDOT Planning Division (85-01) at P.O. Box 1850, Jackson, MS 39215.

We are excited about this program and working with you on these very important projects which will be beneficial to both your community and the entire state. If you have any specific questions, please feel free to contact us at planning@mdot.ms.gov. Please visit MDOT's ERBR website at <http://mdot.ms.gov/portal/portal.html> for additional information that we will be posting throughout the life of the program.

Sincerely,

Brad White
Executive Director

Attachment

**MEMORANDUM OF AGREEMENT
BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION
AND City of Jackson, Mississippi
Project No. ERBR-25-250(03)**

This Memorandum of Agreement (the "Agreement") is entered into by and between the Mississippi Transportation Commission (the "Commission"), which executes its policies through the Executive Director of the Mississippi Department of Transportation ("MDOT"), whose address is 401 North West Street, Jackson, MS 39201, and City of Jackson, Mississippi (the "Recipient") whose address is 219 S. President St, Jackson, MS 39201. This Agreement shall become effective upon the date of latest execution shown below.

WHEREAS, the Mississippi Legislature has created a special fund known as the 2022 Emergency Road and Bridge Repair Fund (the "ERBRF") pursuant to Section 11 of Senate Bill No. 2780, 2022 Regular Session; and

WHEREAS, the Mississippi Legislature appropriated additional funding to the credit of the 2022 Emergency Road and Bridge Repair Fund (the "ERBRF") pursuant to Section 4 of Senate Bill No. 3120, 2023 Regular Session; and

WHEREAS, pursuant to said statute, the State Fiscal Officer shall transfer sufficient amounts from the Capital Expense Fund to fund this program, and deposit the same into the said ERBRF; and

WHEREAS, the Mississippi Transportation Commission, acting through the Mississippi Department of Transportation has enacted rules pursuant to the Mississippi Administrative Procedures Act for the distribution of said funds; and

WHEREAS, the Recipient applied for and was chosen to receive a grant of funds for the replacement of bridge number(s) SA250000000252 and other associated activities identified in the Recipient's application (the "Project") as approved by the Commission on July 25, 2023 (the "Award Date"); and

WHEREAS, it is understood by and between the parties that the Commission has no funds available to contribute to the Project other than those being provided through the ERBRF grant described below, and that the Recipient is solely responsible for any costs of the Project that exceed the amount of the ERBRF grant.

NOW, THEREFORE, in consideration of the promises and agreements of the parties hereto, as shown below, it is hereby agreed as follows:

**ARTICLE I.
DUTIES AND RESPONSIBILITIES**

A. THE COMMISSION WILL:

Provide funding for the Project identified in this Agreement in an amount not to exceed \$530,811.50 according to the terms and conditions hereof.

If preconstruction activities were requested in the application and funds were not expended prior to the Award Date, transfer an initial installment of funds from the ERBRF in the amount of \$40,099.50 to the governmental entity shown above who owns/sponsors the public road or bridge Project to be used for preconstruction activities.

Once preconstruction activities are complete and the Recipient has awarded a construction contract, transfer the remaining balance of the grant amount (not to exceed the amount needed to complete the Project). This transfer shall be made promptly after the award of the construction contract by the Recipient and after the required documents have been provided to MDOT.

The maximum engineering costs allowed to be paid from ERBRF grant monies shall be calculated based on a percentage of the successful construction bid amount. For projects requiring Preliminary Engineering (PE) and Construction Engineering and Inspection (CE&I), the maximum amount of the total engineering costs to be paid from the ERBRF shall be fifteen percent (15%) of the amount of the successful construction bid. For projects that do not require PE services, the maximum amount of engineering costs to be paid from the ERBRF for engineering costs shall be ten percent (10%) of the amount of the successful construction bid. The total amount allowed for PE and/or CE&I costs shall be the actual cost of these services, or the maximum amounts outlined above, whichever is less.

If the Project involves an existing or ongoing construction contract, transfer the grant amount (not to exceed the amount needed to complete the Project), after the required documents have been provided to MDOT. Pursuant to Mississippi Code Section 65-1-179, under no circumstances shall Recipient use ERBRF monies to reimburse any amount that has been expended on the Project prior to the Award Date.

B. THE RECIPIENT (CITY/COUNTY) WILL:

Execute and return this Agreement to MDOT by September 30, 2023.

Submit the appropriate approval (e.g., board order) identifying the Engineer of Record for the Project, who shall be a licensed Professional Engineer registered with the MS Board of Licensure for Professional Engineers and Surveyors, prior to the first transfer of funds.

Use the funds solely for the costs of the Project as defined in this Agreement

and upon the terms and provisions of this Agreement. Failure to adhere to any provision within the Agreement may result in immediate withdrawal of future funding and will require the return of all unexpended funds upon written demand from MDOT.

Maintain Emergency Road and Bridge Repair (ERBR) Funding in a separate account or sub-account for the Project identified in this Agreement, so that project funding and costs can be easily tracked. The Recipient must be enrolled in PayMode e-payment module prior to receiving ERBRF grant monies. The Recipient may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the MMRS Call Center at (601) 359-1343. MDOT uses Mississippi's Accountability System for Government Information and Collaboration (MAGIC), and payment shall be made, and remittance information provided electronically as directed by the State to the bank account of the Recipient's choice.

Make every effort to expend all funds by June 30, 2026. Should any projected deviation from this schedule arise, the Recipient agrees to notify MDOT in writing of the specific details of delay and request an extension as soon as the deviation becomes apparent. Should this request be denied, the Recipient will return any ERBRF monies in the amount determined by MDOT. **In the event a construction contract is not awarded by January 31, 2026, MDOT reserves the right to revoke the grant award and demand repayment of ERBR funds.** The Recipient agrees to promptly return any unexpended ERBRF monies for revoked awards as required by MDOT.

Secure all funding necessary to complete the Project and commit the same prior to or at the time of grant award. All funding associated with the selected ERBRF Project shall be secured prior to the award of the construction contract and shall not be dependent on any future grants or awards. All funding in excess of the ERBRF grant amount necessary to complete the Project is the sole responsibility of the Recipient. Pursuant to Mississippi Code Section 65-1-179, under no circumstances shall Recipient use ERBRF monies to reimburse any amount that has been expended on the Project prior to the Award Date.

Follow state law for procurement of professionals and letting of construction projects. Failure to follow state laws may result in withdrawal of grant funds. If any federal funds are used in conjunction with ERBR funds, all federal procurement laws must be followed.

Advertise construction projects in accordance with all applicable laws and, to the extent possible, make advertisements available to the Mississippi Association of General Contractors, Mississippi Road Builders' Association, and Mississippi Asphalt Pavement Association.

Maintain on file, the following items in relation to the Project and provide the same to MDOT upon request:

A copy of all design documents.

Proof of Advertisement (i.e., copy of the advertisement, MPTAP and/or procurement portal posting, and any other such documents) for any Request for Qualifications (RFQ), Request for Proposals (RFP) or Invitation for Bids (IFB).

A copy of the project schedule.

A copy of the Construction Documents and Invitation for Bid Documents and any other IFB, RFQ, or RFP.

Documents including executed consultant Contracts for which funds will be expended.

A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, this must include the recommendation of the Engineer of Record, for the award of contract. For items procured by RFQ or RFP, this must include the evaluation committee tally sheets/overall scoring in support of the award decision.

A copy of Contract award for construction of Project.

A copy of all contractor pay requests and Professional pay requests and approval of and proof of payments for said services.

A copy of all bank statements of the separate account or sub-account containing the ERBR funds.

Directly administer funding for the Project, maintaining said funds in a separate distinct account or sub-account from the general funds of the Recipient for each Project funded. Any interest earned shall remain in the account or sub-account and shall be used on the Project identified in this Agreement. **Funding shall not be transferred back to the State, or any other fund associated with the State Treasury unless directed by MDOT in writing.**

Expend Project Funds in the following manner:

The Recipient agrees that if any funds are available at the completion of the Project, it will notify MDOT, in writing with a copy of any required approvals (e.g., board, council, or commission), of the amount of funds remaining and either: request an amendment to the Project defined in this Agreement for purposes consistent with any and all applicable state or federal statutes, rules, regulations, and/or guidance, or notify MDOT that the funds are not needed and request to transfer funds back to the ERBRF

All expenditures of funds deposited from the ERBRF Program will be spent solely on costs directly associated with the Project as identified in this Agreement. The Recipient agrees to maintain accurate Project documentation and invoices for all expenditures associated with the Project for not less than 3 years from final release of maintenance or longer, if required by IRS or other regulations.

Project Funds shall not be used on the Recipient's operating expenditures (e.g., salaries, equipment, commodities, and or related costs) with the exception of work performed by the Engineer of Record and his staff in an amount that is reasonable and supported by historical data up to the amount allowed for such fees.

Adhere to the following Project Requirements:

A current Certificate of Authority is required by any corporation, firm, or partnership employing the Mississippi Licensed Professional Engineer performing services on behalf of the Recipient in compliance with Mississippi Code Section 73-13-1, *et seq.*, as amended.

Design Plans shall be stamped by a Professional Engineer who is knowledgeable in the field of road design or bridge design, as applicable, and is registered with the MS Board of Licensure for Professional Engineers and Surveyors in compliance with Mississippi Code Section 73-13-1, *et seq.*, as amended.

The Recipient must maintain on file the documents listed above and provide these documents to MDOT and the Office of State Aid Road Construction (OSARC) upon request.

There shall be no changes to the Project as approved in this Agreement without detailed documentation as to the reason for the requested change. Requests for changes shall be submitted to MDOT in writing with a copy of any required approvals (e.g., board, council, or commission). Project changes shall not be made without written approval by MDOT.

Project shall meet current OSARC Design Standards, MDOT Design Standards, and/or AASHTO Design Standards, whichever is appropriate. Recipient shall provide stamped certification from the Engineer of Record that the design meets the applicable standards, as required above.

The Recipient shall adhere to the Manual on Uniform Traffic Control Devices regarding maintenance of traffic control features and the safety of workers and the traveling public for the road(s) and/or bridge(s) under construction and all other roads and entrances to adjacent properties within the limits of the project.

The construction shall be in accordance with the latest version of the Mississippi Standard Specifications for State Aid Road & Bridge Construction or MDOT Standard Specifications for Road & Bridge Construction, including all addenda, whichever is appropriate.

The construction shall be in accordance with the latest version of the MDOT Construction Manual or the OSARC Construction Manual, whichever is appropriate.

New bridges shall be designed and load rated in accordance with AASHTO LRFD Bridge Design Specifications, current edition, including seismic conditions where appropriate. Bridge design and load rating for bridge widening or rehabilitation shall be in accordance with the AASHTO Standard Specifications for Highway Bridges, 17th Edition.

For bridge projects, once the piling is driven and prior to placement of caps or superstructure, the Recipient must submit to MDOT and OSARC electronic documentation using MDOT or OSARC pile driving record forms showing that the piles have reached the pile bearing as detailed in the construction plans. Any piling driven shall achieve the desired minimum bearing capacity and minimum tip elevation.

Upon completion of projects containing bridge construction or rehabilitation, an Initial Inspection of the bridge is required in accordance the National Bridge Inspection Standards (NBIS) and with Section 4.2, AASHTO Manual (Incorporated by reference, see § 650.305 and § 650.317 of NBIS) for each new, replaced, rehabilitated, and temporary bridge as soon as practical, but within 3 months of the bridge opening to traffic.

The Initial Inspection shall be made to fully document the as-built condition of the bridge. This also serves to record required bridge inventory data, establish baseline conditions, and establish the intervals for other inspection types. A load rating shall be performed to document the live load carrying capacity of each bridge after the projects are complete. The findings of the inspection shall be documented in an inspection report and submitted via AssetWise.

For bridge replacement projects or projects that allow for repairs to a bridge in lieu of complete replacement, all components, upon completion of construction, shall achieve an NBI condition rating of 7 or greater and the bridge shall not be load-restricted (posted) for Mississippi legal loads including any harvest permit tolerances allowed by law.

Projects shall comply with all environmental permitting requirements as specified by all necessary parties including, but not limited to, Mississippi Department of Environmental Quality (MDEQ), US Army

Corps of Engineers (USACE), and the Mississippi Department of Archives and History (MDAH). All required permits shall be submitted to MDOT for review prior to the transfer of any construction funds.

The Recipient shall provide an electronic copy of the completed and stamped as-built plans in a format approved by MDOT. In addition, the Recipient shall provide stamped certification from the Engineer of Record that the Project was constructed in accordance with the applicable standards, as required by MDOT.

At the end of the Project, plans and all Project documentation shall be owned by MDOT and, upon request, shall be provided to MDOT on CD or other acceptable electronic means of data storage.

Report upon Project progress as follows:

The Recipient agrees to provide quarterly reports and any required supporting documentation on a form prescribed by MDOT that summarize all work and expenditures on the Project since the last report. The quarterly report shall provide an updated schedule that has estimated dates for milestones and shall also provide a copy of the most recent bank statement of the separate account or sub-account used to maintain ERBR funding for the Project described in this Agreement. The first quarterly report shall include a bank statement showing proof of the first ERBRF proceed deposit. If the Recipient receives a second transfer from MDOT, the quarterly report immediately following this transfer shall also include a bank statement showing proof of the second ERBRF proceed deposit. The first quarterly report shall be provided within 30 days of the end of the next calendar quarter after the effective date of this Agreement and thereafter within 30 days after the end of each succeeding calendar quarter (i.e., March 30, June 30, September 30, and December 31). Failure to provide required reports may result in reduction of the grant award and/or the withdrawal of Project funding, in which case funds would be returned to the ERBRF upon written demand from MDOT.

The Recipient further agrees to make such other reports, disclosures, or certifications as may be required by MDOT.

ARTICLE II. GENERAL PROVISIONS

- A. **The Commission has no funds available to contribute to the Project other than those being provided through the ERBRF described above. The Recipient is solely responsible for any costs of the Project that exceed the amount of the transfer of funds as defined in this Agreement.**

- B. This Agreement shall be subject to termination only upon written agreement by all parties or notice to terminate by MDOT for failure to comply with the terms of this Agreement.
- C. It is understood that this is a Memorandum of Agreement, and that more specific requirements for the design and construction, procurement, and payment for the Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the policies and procedures of MDOT, and other related regulatory authorities. The Recipient agrees that it will abide by all such applicable authority.
- D. All contracts and subcontracts shall include a provision for compliance with "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in Mississippi Code Section 71-11-3. Under this Act the Commission, the City, and every contractor or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 110 Stat. 3359, as amended.

ARTICLE III. AMENDMENTS

This Agreement may be amended in writing as mutually agreed upon by the parties.

ARTICLE IV. SEVERABILITY

Should any provision of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

ARTICLE V. RELATIONSHIP OF THE PARTIES

- A. The Commission and the Recipient are separate public agencies, and each, in accordance with its status as an independent agency, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. The employees, agents, and contractors of MDOT and the

Recipient will not by reason hereof make any claim, demand, or application for any right or privilege applicable to an officer or employee of the other, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

- B. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

**ARTICLE VI.
RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

- A. The Commission, MDOT, OSARC, and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the Recipient, or any employee, agent, or official of the Recipient, or any of the Recipient's contractors or subcontractors.
- B. The Commission will not be a party to any contract or subcontract entered into by the Recipient, other than this Agreement.
- C. The Recipient will indemnify the Commission and hold it harmless to the extent allowed by Mississippi Code Section 65-1-75.

**ARTICLE VII.
AUTHORITY TO CONTRACT**

The Undersigned party represents that he/she has the authority to enter into this Agreement for and on behalf of the Recipient. The Commission authorized the Executive Director to execute this Agreement at its meeting of July 25, 2023.

So agreed this the _____ day of _____, 2023.

**MISSISSIPPI TRANSPORTATION COMMISSION
By and through its duly
authorized Executive Director**

**Brad White, Executive Director
Mississippi Department of Transportation**

So agreed this the 29th day of September, 2023.



**Chokwe A. Lumumba, Mayor
City of Jackson**

ATTEST:



**Recorded at Book 23, Page 940, of the Minutes of the Mississippi
Transportation Commission.**

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION RATIFYING THE MAYOR'S TO EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION REGARDING STATE PROJECT ERBR-25-250(03) (MARTIN LUTHER KING, JR. DRIVE BRIDGE) AND RATIFYING THE DESIGNATION OF ELMORE MOODY, P.E., AS THE ENGINEER OF RECORD FOR SAID PROJECT is legally sufficient for placement in NOVUS Agenda.


CATORIA P. MARTIN, CITY ATTORNEY

Terry Williamson, Legal Counsel 


DATE

30

ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIRS FROM EMPIRE TRUCK SALES, LLC AND AUTHORIZING PAYMENT TO EMPIRE TRUCK SALES, LLC FROM THE DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE ATTORNEY
[Signature]

WHEREAS, Department of Public Works had need of parts and repairs for one of the vehicles operated by the Solid Waste Division, TK-778; and

WHEREAS, due to exigent circumstance, the procurement of these necessary parts and repairs were done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the parts and repairs set forth in the invoice attached to this Order and made part of the minutes were provided to the Department of Public Works, and said repairs using the parts have been rendered and TK-778 restored to service.

IT IS, THEREFORE, ORDERED that procurement of the parts and repairs set forth in the invoices attached to the Order is ratified.

IT IS FURTHER ORDERED that payment to the following vendor in the amount set forth be made, consistent with the attached invoice for the parts and repairs and provided as follows:

Vendor	Invoice No.	Invoice Date	Amount
Empire Truck Sales, LLC	RE001141903:01	09/21/2023	\$9,980.74



EMPIRE TRUCK SALES, LLC

Post Office Box 54325 / Jackson, MS 39288-4325
601-939-5000 / 800-872-3673 / Fax: 601-932-1570 / E-Mail: info@empiretruck.com

C/O

Jackson	MS	601-939-5000	Brookhaven	MS	601-835-4400
Meridian	MS	601-482-5575	Mobile	AL	251-330-0088
Columbus	MS	662-328-0820	Slide	LA	985-641-4000
Hattiesburg	MS	601-584-1100	Monroe	LA	318-345-5000
Biloxi	MS	228-365-0000	Pensacola	FL	850-316-9000
			(MV 94205)		
			MossyHead	FL	850-951-2117
			(MV 94817)		

Bill-To 53484 Owner CITY OF JACKSON
CITY OF JACKSON
 P O BOX 17
 JACKSON, MS 39205
 6019601496
 Vehicle Unit ID 207913
 Claim Number

V.I.N
1FVHCYCY1FHGH6707

Customer Fleet ID TK-778
 Year 15
 Make FTL
 Model M2106

Invoice
RE001141903:01
P.O. Number
 99230398
Invoice Date
 9/21/2023

Date In	Date In Service	Mileage	Bill Type	Terms	Writer	Reviewer
06/28/2023	10/24/14	108,582	SR	NET10	012263	013054

Sold Operations

Job#1 #00-ELD

SINGLE LINE ITEM REPAIR

Condition UNIT WILL SPIN OVER BUT WONT CRANK. CAME FROM CLARKE, BELIEVES IT IS ON THE FTL SIDE CHECK AND ADVISE, SEE HISTORY.

Cause

Correction

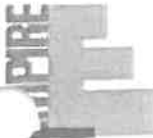
Found truck in parking lot and began troubleshooting crank no start, printed troubleshooting steps and left in RO sleeve. Verified truck would crank, but no start. Connected truck to Insite to view fault codes. Found 1 active fault, spn 157 fmi 18 for Engine Injector Metering Rail Pressure 1. Found that while cranking, data shows engine in cranking state and in synchronization. Viewed data for fuel rail commanded pressure to be approximately 9600psi with an actual reading of 100psi. If there is no issue with fuel rail pressure sensor or circuit, troubleshooting will need to be done for why fuel system is not pressurizing enough to allow engine to start. Found wiring harness under fusebox on drivers side underhood to be chaffed as well, and one wire to be rubbed through the insulation, unknown what circuit this is at the time or if this is causing an issue. Truck may have to have brakes caged and pulled in due to this being a boom truck.

Checked starting operation. Found the engine will spin over but will not start. Monitored fuel rail pressure and found rail pressure is not building. Checked fuel lift pump operation and found it is working properly. Checked fuel level in tanks and found there is plenty fuel. Cycled ignition several times to allow lift pump to prime engine. Found the engine is now starting properly. Checked for fuel leaks and found fuel on top of the air compressor. Found fuel leaking from the seal between the low pressure fuel pump housing and the high pressure fuel pump. Also found fuel leaking from the fuel line from the filter to the pump. Will need to replace the fuel lines to the engine mounted fuel filter and reseal low pressure pump to high pressure pump assembly.

Pulled the truck into the shop. Removed the CAC piping. Disconnected lines to the low pressure pump and actuator housing. Removed the actuator housing. Removed the low pressure pump. Cleaned sealing surfaces. Installed new gasket and reinstalled pump. Torqued pump bolts to spec. Disconnected and removed both fuel lines coming from the fuel filter. Installed both new lines. Reinstalled the actuator housing with a new gasket. Torqued bolts to spec. Connected lines to the pump and actuator housing. Reinstalled the CAC piping. Primed the fuel system and cranked the truck. Checked for leaks. No leaks found at this time.

Took the truck to the wash rack and steam cleaned fuel pump area. Took the truck for a road test. Found a slow drip still coming from the fuel pump. The truck will start with no issue even after sitting overnight. Inspected all mounting bolts and fuel lines. No issues found. At this time I suggest replacing the fuel pump. Removed CAC piping. Removed radiator support bracket. Disconnected lines at the fuel pump. Removed front cover and barred engine over to #1 TDC. Removed fuel pump. Timed the new fuel pump to match the old pump. Installed both new orings to the pump and front cover. Installed the new fuel pump. Installed 2 new inlet and outlet fittings. Connected lines to the fuel pump. Reinstalled front cap on the front cover. Reinstalled radiator support bracket and cac piping. Primed fuel system. The truck would crank but not stay running after removing the primer. Connected a laptop and found that the rail pressure was dropping when the prime was removed. New pump had to be replaced again on job #3. Repairs are complete.

Qty	Item	Description	Price	Extended
		LABOR TO PERFORM REPAIRS		3,825.00
1	001F/PH VS249F10 8	COUPLING	6.09	6.09



EMPIRE TRUCK SALES, LLC

Post Office Box 54325 / Jackson, MS 39288-4325
601-939-5000 / 800-872-3673 / Fax: 601-932-1570 / E-Mail: Info@empiretruck.com

Jackson	MS	601-939-5000	Brookhaven	MS	601-835-4400
Meridian	MS	601-482-5575	Mobile	AL	251-330-0888
Columbus	MS	662-328-0820	Shidell	LA	985-641-4000
Hattiesburg	MS	601-584-1100	Monroe	LA	318-345-5000
Biloxi	MS	228-365-0000	Pensacola (MV 94205)	FL	850-316-9000
			MossyHead (MV 94817)	FL	850-951-2100

Bill-To 53484 Owner CITY OF JACKSON
CITY OF JACKSON
P O BOX 17
JACKSON, MS 39205
6019601496
Vehicle Unit ID 207913
Claim Number

V.I.N
1FVHCYCY1FHGH6707

Customer Fleet ID TK-778
Year 15
Make FTL
Model M2106

Invoice
RE001141903:01
P.O. Number
99230398
Invoice Date
9/21/2023

Date In	Date In Service	Mileage	Bill Type	Terms	Writer	Reviewer
06/28/2023	10/24/14	108,582	SR	NET10	012263	013054

Sold Operations (Cont.)

-1	001C/4307021RX-CORE	(4954315D) PUMP, FUEL	601.57	-601.57		
3	001M/CRC 05088	BRAKE CLEANER	4.50	13.50		
2	001C/3963990	WASHER, SEALING	4.17	8.34		
1	001C/5259541	HOSE, FLEXIBLE	93.18	93.18		
1	001C/2897330	GASKET, FUEL PUMP	16.48	16.48		
1	001C/4307021RX	PUMP, FUEL	5,005.04	5,005.04		
1	001C/3899283	SEAL, O RING	12.66	12.66		
4	001C/3963991	WASHER, SEALING	7.15	28.60		
2	001C/3969822	CONNECTION, ADAPTER	23.09	46.18		
1	001C/5272819	SEAL, RECTANGULAR RING	2.50	2.50		
6	001C/3963990	WASHER, SEALING	4.28	25.68		
1	001C/4307021RX-CORE	(4954315D) PUMP, FUEL	601.57	601.57		
1	EED	ELECTRONIC SOFTWARE/PC DIAGNOSTIC CHARGE	45.00	45.00		
1	001X/5259541CUM	HOSE-FLEXIBALE	127.93	127.93		
1	001X/4928538CUM	GASKET	29.31	29.31		
1	FRT	SHIPPING AND HANDLING	60.00	60.00		
Total Labor		3,825.00	Total Parts/Others	5,520.49	Total	9,345.49

Job#2 #41-010

DRIVELINE

Condition **REINSTALL DRIVELINE**

Cause

Correction Installed driveshaft that was removed for towing.

Qty	Item	Description	Price	Extended		
		LABOR TO PERFORM REPAIRS		87.50		
Total Labor		87.50	Total Parts/Others	0.00	Total	87.50



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Meridian	MS	601-482-5575	Mobile	AL	251-330-0888
Columbus	MS	662-328-0820	Slidell	LA	985-641-4000
Hattiesburg	MS	601-584-1100	Monroe	LA	318-345-5000
Biloxi	MS	228-365-0000	Pensacola	FL	850-316-9000
			(MV 94205)		
			MossyHead	FL	850-951-2111
			(MV 94817)		

Bill-To 53484

CITY OF JACKSON
P O BOX 17

JACKSON, MS 39205

6019601496
Vehicle Unit ID 207913
Claim Number

Owner CITY OF JACKSON

V.I.N
1FVHCYCY1FHGH6707

Customer Fleet ID TK-778
Year 15
Make FTL
Model M2106

Invoice

RE001141903:01

P.O. Number

99230398

Invoice Date

9/21/2023

Date In	Date In Service	Mileage	Bill Type	Terms	Writer	Reviewer
06/28/2023	10/24/14	108,582	SR	NET10	012263	013054

Sold Operations (Cont.)

Job#3 #01-030

CUMMINS ENGINE MECHANICAL

Condition

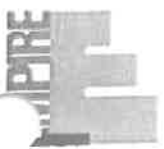
FUEL PUMP PREVIOUSLY INSTALLED WILL NOT MAKE PRESSURE FOLLOWED TROUBLE SHOOTING

Cause

Correction

Performed symptom based t/s for crank no start. T/s stated to check the cranking state. No issue found with cranking state. T/s stated to check for air filter restriction. Visually inspected air filter. No restriction found. T/s stated to check low pressure side of fuel system. Checked fuel tank level. Fuel tank is adequately filled. Inspected fuel lines. No issue found. Performed fuel lift pump check. Lift pump is coming on when the key is cycled. Measured lift pump pressure. Pressure is within spec. Disconnected fuel lines from the pump one at a time and checked for fuel coming through lines with lift pump on. All lines had fuel. Primed the fuel system. Disconnected the line from the pump to the fuel rail and connected a hose to the line at the fuel rail end. Disconnected pump connector. Cranked the engine in 2 intervals for 15 seconds. No fuel came from the lines. T/s stated there is a problem with the new pump.

Removed CAC piping. Removed radiator support bracket. Disconnected lines at the fuel pump. Removed front cover and barred engine over to #1 TDC. Removed fuel pump. Timed the new fuel pump to match the old pump. Installed both new orings to the pump and front cover. Installed the new fuel pump. Installed 2 new inlet and outlet fittings. Connected lines to the fuel pump. Reinstalled front cap on the front cover. Reinstalled radiator support bracket and cac piping. Connected laptop and primed fuel system. Started the truck and removed primer. Rail pressure is no longer dropping after replacing pump. Took the truck to the wash rack and steam cleaned. Performed road test and checked for leaks after road test was complete. No leaks found. Repairs complete.



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Jackson	MS	601-939-5000	Brookhaven	MS	601-835-4400
Meridian	MS	601-482-5575	Mobile	AL	251-330-0088
Columbus	MS	662-328-0820	Slidell	LA	985-641-4000
Henicstburg	MS	601-584-1100	Monroe	LA	318-345-5000
Biloxi	MS	228-365-0000	Pensacola	FL	850-316-9000
			(MV 94205)		
			Mossyhead	FL	850-951-2100
			(MV 94817)		

Bill-To 53484
CITY OF JACKSON
 P O BOX 17

 JACKSON, MS 39205

 6019601496
 Vehicle Unit ID 207913
 Claim Number

Owner CITY OF JACKSON

 V.I.N
1FVHCYCY1FHGH6707

 Customer Fleet ID TK-778
 Year 15
 Make FTL
 Model M2106

Invoice
RE001141903:01
P.O. Number
 99230398
Invoice Date
 9/21/2023

Date In	Date In Service	Mileage	Bill Type	Terms	Writer	Reviewer
06/28/2023	10/24/14	108,582	SR	NET10	012263	013054

TERMS AND CONDITIONS OF SALE

1. Payment Terms. All balances are due on delivery or on the 10th of the month following the purchase at the option of Empire. A finance charge of 1.00% per month or the maximum permitted by law whichever is less will be added to all balances past due. Customer is responsible for any present or future excise, sales, use or other tax applicable to the sale or use of the goods or services purchased hereunder, and agrees to defend, indemnify and hold Empire harmless of and from any claim or demand for same.
2. Forum Selection Clause and Choice of Law. To the extent any matter is not covered by arbitration as provided below, the exclusive venue for any proceeding relating in any manner to this invoice, any transaction with Empire (or any person or entity associated with Empire) or Customer's business relationship with Empire and Customer will be a state court in Rankin County, Mississippi (except for claims relating to facilities located outside of Mississippi, then in the county where such facility is located), or in any federal court having jurisdiction over such county. All disputes arising out of or related to this transaction shall be governed by the laws of the State of Mississippi.
3. Disclaimer of Warranties and Limitation of Remedies. To the fullest extent permitted by law, Empire hereby expressly disclaims all warranties, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and Empire neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said goods or services. The liability of Empire for all claims in contract, tort (including negligence and products liability) or otherwise arising out of or resulting from the purchase of the goods and/or services shall not exceed the price to Customer allocable to the good or service which gives rise to the claim, and in no event shall Empire's liability exceed the total purchase price of this invoice. In no event shall Empire be liable for any incidental, consequential, punitive, exemplary, indirect, or special damages including, but not limited to, injuries to persons or damage to property, loss of profits or anticipated profits, or loss of use. Any warranty on the product sold hereby are those made by the manufacturer which shall be the sole and exclusive remedy, whether in contract, warranty, tort or strict liability.
4. Cost of Collection. In the event Customer defaults in the payment of the amount due herein, Customer agrees to pay for all costs of collection, including without limitation, all court costs and attorneys' fees.
5. Arbitration Agreement and Waiver of Jury Trial. Empire and Customer hereby agree to this arbitration agreement ("Arbitration Agreement").
 - a. CLAIMS AND DISPUTES COVERED. Except for those claims described below under the heading "MATTERS NOT COVERED BY ARBITRATION," Empire and Customer agree that either party may elect to resolve by BINDING ARBITRATION all claims and disputes between us ("Covered Claims"). This includes, but is not limited to: all claims and disputes arising out of, in connection with, or relating to Customer's business relationship with Empire; any and all invoices, transactions, solicitations, all documents, promotions, or advertising; any actions or omissions relating to this or any other matter between Empire and Customer; whether any such claim must be arbitrated; the validity and enforceability of this Arbitration Agreement and this agreement; any alleged fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance or rule; any claim or dispute based on any alleged tort (wrong), including intentional torts; and any claim for injunctive, declaratory or equitable relief.
 - b. COVERED CLAIMS AGAINST THIRD PARTIES. This Arbitration Agreement also covers any claim or dispute between Customer and any of Empire's employees, officers, agents or directors; any of its affiliate entities; any third parties related to the transaction; and any of the employees, officers, agents or directors of such affiliate or third parties. In addition, if Empire becomes a party in any lawsuit that Customer has with any third party, whether through intervention by Empire or by motion made by Customer or any third party, all claims in that lawsuit between Customer and the third party will be subject to binding arbitration under this Arbitration Agreement, provided that the third party is required to agree to resolve such claims by arbitration.
 - c. MATTERS NOT COVERED BY ARBITRATION. Customer agrees that Empire does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin, or foreclosure, but instead may proceed in court for those judicial remedies (an "Excluded Collateral Lawsuit"). Customer may assert in court any defenses Customer may have to Empire's claims in an Excluded Collateral Lawsuit, but any claim or counterclaim for replevin or damages Customer may have arising out of, relating to, or in connection with Empire's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either Empire or Customer also has the option to bring a lawsuit in court to seek to recover an amount which does not exceed the total sum of \$25,000 (including costs and attorneys' fees), provided that no relief other than such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed, the other party cannot require that the claims in that lawsuit be arbitrated. If such an Excluded Damages Lawsuit is filed by Customer or Empire, and any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than \$25,000, then that claim, counterclaim, cross-claim or third party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither Customer nor Empire shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies, or by having filed any claims including but not limited to an Excluded Damages Lawsuit in a court.
 - d. ARBITRATION FORUM AND RULES. The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and shall be conducted by the AAA or any other arbitrator selected by mutual agreement of the parties. The arbitration shall be conducted in Rankin County, Mississippi (except for claims relating to facilities located outside Mississippi, then in the county where such facility is located). All fees and charges of the Arbitrator shall be shared equally provided, however, that the Arbitrator may award reimbursement of such costs to the prevailing party. Each party shall also pay for its own costs, including fees for attorneys, experts and witnesses, unless otherwise provided by law or section 4 above, to the extent permitted by applicable law.

If there are problems with this repair visit, we must be contacted immediately in order to expedite the follow up procedures

TERMS: STRICTLY CASH, APPROVED ACCOUNT

I, Customer, hereby acknowledge receipt of the above described goods and/or receipt of the item(s) on which services were performed in the specified quantities and prices and agree to pay Empire Truck Sales, LLC (Empire) as set forth herein. By signing this form or by taking possession of the goods and/or the item(s) on which services were performed or by otherwise accepting the same, I agree to and accept the terms and conditions of sale set forth above, including but not limited to the forum selection clause, disclaimer of warranties, limitation of liabilities, and binding arbitration provisions. Customer authorizes the repair to be performed along with the use of necessary materials. Empire employees may operate equipment for purposes of testing, inspection or delivery, at Customer's risk. An express mechanics lien is acknowledged on the repaired equipment to secure the amount of repairs thereto. It is agreed that Empire assumes no responsibility for loss or damage by theft or fire to equipment placed with Empire for storage, sale, repair or while field testing.
 * This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. In Florida: F.S. 403.1718 Mandates a \$1.00 fee for each new tire sold. F.S. 403.7185 Mandates a \$1.50 for each new or remanufactured battery sold. Workmanship is guaranteed for 90 days after the repair is completed. Parts are warranted per manufacturer.

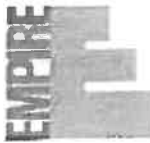
Misc. Charges	105.00
Merchandise	5,415.49
Labor:	3,912.50
Sublet:	0.00
Prepay:	0.00
Misc Supplies:*	547.75
Taxes:	0.00
Total:	9,980.74

RECEIVED BY:

!!!!RECEIVE THIS INVOICE/STATEMENT/ESTIMATE BY EMAIL!!!!

EMAIL US AT CREDIT@EMPIRETRUCK.COM

THERE WILL BE A 3% CREDIT CARD FEE / NO CREDIT CARDS WILL BE TAKEN OVER THE PHONE



EMPIRE

TRUCK SALES, LLC

Post Office Box 54325 / Jackson, MS 39288-4325
601-939-5000 / 800-872-3673 / Fax: 601-932-1570 / E-Mail: info@empiretruck.com

Jackson	MS	601-939-5000
Meridian	MS	601-482-5575
Columbus	MS	662-328-0820
Hattiesburg	MS	601-268-2104
Biloxi	MS	228-365-0000
Brookhaven	MS	601-835-4400
Mobile	AL	251-711-1111
Slidell	LA	985-885-1111
Pensacola	FL	850-437-1111

WARRANTY COPY

Owner 53484

CITY OF JACKSON

P O BOX 17

JACKSON

MS 39205

V.I.N

1FVHCYCY1FHGH6707

Year 15

Make FTL

Model M2106

Order

RE001141903

Date

Bill-To

&TRWA

WARRANTY CUMMINS

ALL STORES

6019601496

9999

Date In	Mileage	Odom Out	Claim Number	Billing	Terms	Writer
June 28, 2023	108,582	108,582		SWC	INT	013054

Sold Operations

Job#3 #01-030

CUMMINS ENGINE - MECHANICAL

Condition

FUEL PUMP PREVIOUSLY INSTALLED WILL NOT MAKE PRESSURE FOLLOWED TROUBLE SHOOTING

Cause

Correction

Performed symptom based t/s for crank no start. T/s stated to check the cranking state. No issue found with cranking state. T/s stated to check for air filter restriction. Visually inspected air filter. No restriction found. T/s stated to check low pressure side of fuel system. Checked fuel tank level. Fuel tank is adequately filled. Inspected fuel lines. No issue found. Performed fuel lift pump check. Lift pump is coming on when the key is cycled. Measured lift pump pressure. Pressure is within spec. Disconnected fuel lines from the pump one at a time and checked for fuel coming through lines with lift pump on. All lines had fuel. Primed the fuel system. Disconnected the line from the pump to the fuel rail and connected a hose to the line at the fuel rail end. Disconnected pump connector. Cranked the engine in 2 intervals for 15 seconds. No fuel came from the lines. T/s stated there is a problem with the new pump.

Removed CAC piping. Removed radiator support bracket. Disconnected lines at the fuel pump. Removed front cover and barred engine over to #1 TDC. Removed fuel pump. Timed the new fuel pump to match the old pump. Installed both new orings to the pump and front cover. Installed the new fuel pump. Installed 2 new inlet and outlet fittings. Connected lines to the fuel pump. Reinstalled front cap on the front cover. Reinstalled radiator support bracket and cac piping. Connected laptop and primed fuel system. Started the truck and removed primer. Rail pressure is no longer dropping after replacing pump. Took the truck to the wash rack and steam cleaned. Performed road test and checked for leaks after road test was complete. No leaks found. Repairs complete.

Items	Description
1	001C/2897330 #01-030
1	001C/4307021RX
1	001C/4307021RX-CORE
4	001C/3963990
1	001C/3899283
1	001C/5272819
-1	001C/4307021RX-CORE



EMPIRE

TRUCK SALES, LLC

Post Office Box 54325 / Jackson, MS 39288-4325
601-939-5000 / 800-872-3673 / Fax: 601-932-1570 / E-Mail: info@empiretruck.com

Jackson	MS	601-939-5000
Meridian	MS	601-482-5575
Columbus	MS	662-328-0820
Hattiesburg	MS	601-268-2104
Biloxi	MS	228-365-0000
Brookhaven	MS	601-835-4400
Mobile	AL	251-330-0088
Slidell	LA	985-641-4000
Pensacola	FL	850-478-0031

WARRANTY COPY

Owner 53484

CITY OF JACKSON

P O BOX 17

JACKSON MS 39205

V.I.N

1FVHCYCY1FHGH6707

Year 15

Make FTL

Model M2106

Order

RE001141903

Bill-To &TRWA

WARRANTY CUMMINS

ALL STORES

6019601496

Date

9999

Date In	Mileage	Odom Out	Claim Number	Billing	Terms	Writer
June 28, 2023	108,582	108,582		SWC	INT	013054

I hereby acknowledge receipt of the above described merchandise and labor for the specified quantities and prices and agree to pay Empire Truck Sales, LLC for all such services. I further understand that all prices are subject to change without notice.

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any warranty of merchantability of fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said merchandise.

Open account balances are due on the 10th of the month following the purchase. A finance charge of 1 1/2 % per month or the maximum permitted by law whichever is less will be added to all balances past due.

Customer Signature: _____ Print: _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 10/03/2023

P O I N T S		C O M M E N T S																														
1.	Brief Description/Purpose	ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIRS FROM EMPIRE TRUCK SALES, LLC AND AUTHORIZING PAYMENT TO EMPIRE TRUCK SALES, LLC FROM THE DEPARTMENT OF PUBLIC WORKS																														
2.	Mayoral Priority Addressed <ol style="list-style-type: none"> 1. Public Safety 2. Economic Development 3. Housing 4. Infrastructure 5. Quality of Life 	INFRASTRUCTURE																														
3.	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 	INFRASTRUCTURE AND TRANSPORTATION																														
4.	Who/What will be affected & Benefits	CUSTOMERS OF CITY SERVICES																														
5.	Schedule <ol style="list-style-type: none"> 1. Contract 2. Project (Beginning date) (Completion date) 	Work completed																														
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	DEPARTMENT OF PUBLIC WORKS																														
7.	Action initiated by: <ul style="list-style-type: none"> ▪ Mayor's Office <input type="checkbox"/> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	DEPARTMENT OF PUBLIC WORKS																														
8.	COST	\$9,980.74																														
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Enterprise ▪ Grant ▪ Bond ▪ Other 	SOLID WASTE ENTERPRISE FUND 009-506.10.6316																														
10.	EBO participation	<table border="0"> <tr> <td>ABE</td><td>____%</td><td>WAIVER</td><td>Yes ____</td><td>No ____</td><td>N/A ____</td> </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 ____																											



MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer & Interim Director

Date: October 3, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item authorizing payment to Empire Truck Sales, LLC for repairs provided. The repairs were provided for the Solid Waste Division. All repairs to TK-778 as described in the invoice were completed and need to be paid. Should the Council approve this item to ratify procurement, this invoice will be placed on the next claims docket for payment.

It is the recommendation of this office 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 27
Jackson, Mississippi 39201-0027
Telephone: (601) 960-1790
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY
2023

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIRS FROM EMPIRE TRUCK SALES, LLC AND AUTHORIZING PAYMENT TO EMPIRE TRUCK SALES, LLC FROM THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.

Terry Williamson by permission of *CPM*
CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel *TW*

Oct. 4, 2023
DATE

31

ORDER RATIFYING PROCUREMENT OF REPAIRS AND SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS

OFFICE OF THE CITY CLERK
2023 OCT 10 10:41 AM

WHEREAS, the Building Maintenance Division of the Department of Public Works had need of certain repairs and services necessary to the operation and maintenance of the City's buildings; and

WHEREAS, due to exigent circumstances, the procurement of these necessary repairs and services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the repairs set forth in certain invoices attached hereto were performed to restore functionality to vital components of the City's buildings; and

WHEREAS, the services set forth in certain invoices attached hereto were provided; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City's buildings, it is necessary to pay these outstanding invoices to continue receiving any needed repairs or services from these vendors; and

WHEREAS, the Building Maintenance Division recommends that the invoices for the repairs and services attached hereto and made a part of the minutes be paid.

IT IS, THEREFORE, ORDERED that the procurement of necessary repairs and services provided by United Plumbing & Heating Co, Inc., Universal Services, LLC, and Johnson Controls, Inc. is hereby ratified.

IT IS FURTHER ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

United Plumbing	\$897.00
Universal Services	\$2,540.00
Johnson Controls	\$1,541.00
Total	\$4,978.00

Agenda Item # 31
October 10, 2023
BY: R. LEE, LUMUMBA

United Plumbing & Heating Co., Inc
1929 Midway Street
Jackson, MS 39204 US
+1 6013734717
unitedplumbmct@aol.com

INVOICE

BILL TO

City of Jackson
P.O. Box 17 Finance
Division/Accts. Payable
Jackson, MS, 39205

SHIP TO

City of Jackson
Care Maintance
658 South Jefferson Street
Jackson, MS, 39201

INVOICE # I013618-1**DATE** 09/19/2023**DUE DATE** 10/19/2023**TERMS** Net 30**P.O. NUMBER**

77230812

SALES REP

Rod

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/20/2023	Custom	SERVICE CALLS STRAIGHT TIME	3	108.00	324.00T

Care Maintance
658 South Jefferson Street
Jackson, MS, 39201
Checked out leak and gave estimate and got utilities marked. Estimate
was approved then few days was canceled from the City of Jackson.

SUBTOTAL	324.00
TAX	0.00
TOTAL	324.00
BALANCE DUE	\$324.00

DUE UPON COMPLETION

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

United Plumbing & Heating Co., Inc
1929 Midway Street
Jackson, MS 39204 US
+1 6013734717
unitedplumbmct@aol.com

INVOICE

BILL TO

City of Jackson
P.O. Box 17 Finance
Division/Accts. Payable
Jackson, MS, 39205

SHIP TO

City of Jackson
Fire Station #19
5810 Ridgewood Road
Jackson, MS, 39211

INVOICE # I013655-1
DATE 09/18/2023
DUE DATE 10/18/2023
TERMS Net 30

P.O. NUMBER
77230820

SALES REP
Chuck & Tyler

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/18/2023	Service Call	Repair	2	108.00	216.00T
09/18/2023	Custom	3/4 hose bib	1	18.00	18.00T

FS19
Hose bib cracked and blew off. Turned off water to building and removed bad hose bib and replaced with new hose bib. Water on and no leaks.

SUBTOTAL 234.00
TAX 0.00
TOTAL 234.00
BALANCE DUE **\$234.00**

DUE UPON COMPLETION

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

001. 442 24. 648

United Plumbing & Heating Co., Inc
1929 Midway Street
Jackson, MS 39204 US
+1 6013734717
unitedplumbmct@aol.com

INVOICE

BILL TO
City of Jackson
P.O. Box 17 Finance
Division/Accts. Payable
Jackson, MS, 39205

SHIP TO
City of Jackson
Police Headquarters
327 East Pascagoula Street
Jackson, MS, 39201

INVOICE # I013590-1
DATE 09/11/2023
DUE DATE 10/11/2023
TERMS Net 30

P.O. NUMBER
77230810

SALES REP
Chuck & Tyler

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/11/2023	Drain Clean	Maint.	3	108.00	324.00T
09/11/2023	K 50	K 50 - Service - K 50	1	15.00	15.00T

Police Headquarters
327 East Pascagoula Street
Jackson, MS, 39201
Was not able to get line clear. To return Monday to complete. Ran k
50 and got line open and draining. No Warranty. Job complete.

SUBTOTAL	339.00
TAX	0.00
TOTAL	339.00
BALANCE DUE	\$339.00

DUE UPON COMPLETION

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

Universal Services, LLC
1241 Hwy 63 N
Leakesville, MS 39451
601 394-4510



Invoice 27379

Bill to: City of Jackson Finance Division/Accounts Paya PO Box 17 Jackson, MS 39205	Job: Union Station
--	------------------------------

Invoice #: 27379 Date: 09/15/23	Customer P.O. #: 77230817
Payment Terms: Net 30	Salesperson:
Customer Code: CITY OF JA	

Remarks: Union Station WO# TR4041

Quantity	Description	U/M	Unit Price	Extension
1.000			2,540.000	2,540.00
			Total:	2,540.00
			Current Due:	2,540.00

Union Station – Chiller

Troubleshoot chiller tripping on head pressure and compressor overload.
Circuit 1 – Replace (2) contactors and leak check.
Circuit 2 – Wash condenser coils. Disconnect bad condenser fan motor and get (3) motors running.



JOHNSON CONTROLS
 Building Efficiency
 Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-130928577633 **Invoice Date:** 09/11/2023
PO #/Auth: PO# 77230789 **Service Request:** 1-129841197478
Customer WO#: **SR Type:** L&M
Customer Acct: 1032969 **Branch Name:** JOHNSON CONTROLS GULF COAST CB - 0N52

Bill To:
 CITY OF JACKSON
 DEPARTMENT OF MAINT
 658 S JEFFERSON ST
 JACKSON MS 39205

Service Site:
 JACKSON POLICE TRAINING ACADEMY
 3000 SAINT CHARLES ST,
 JACKSON MS 39209-5133

Contractor/License Information :

Requested By: Bobby Washington
Phone: 6019547714

Service Requested: Bobby called this morning Chiller has 1 compressor not running, ask Bobby about leak and check flow switch.

Service Provided: Arrived at site to check chiller and found power out at location, checked flow switch and found wired incorrect, repaired wiring to flow switch and reinstalled. Customer will call back when power is restored
 Returned to site after power was restored and checked air compressor and found wire broken inside insulation causing unit to not run. Replaced wiring and restarted unit and checked. Operating properly at this time
 Returned to site when power was restored and checked both air compressors and found one tripped and one to have burnt wiring. Reset first one and traced down burnt wiring on second one. Replaced old wiring with new wiring and reterminated all connections and restarted and checked. Compressor working properly at this time.
 Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
Labor						
4	07/11/2023 Regular Mechanical Heavy	Hour	\$156.00	\$624.00	\$0.00	\$624.00
4	07/10/2023 Regular Mechanical Heavy	Hour	\$156.00	\$624.00	\$0.00	\$624.00
Sub-Total				\$1,248.00	\$0.00	\$1,248.00
Fees						
1	Consumable Materials	Each	\$40.00	\$40.00	\$0.00	\$40.00
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45.00	\$0.00	\$45.00
2	Fuel Surcharge Adjustment	Each	\$35.00	\$70.00	\$0.00	\$70.00
Sub-Total				\$155.00	\$0.00	\$155.00
Mileage						
75	Mileage	Each	\$1.84	\$138.00	\$0.00	\$138.00
Sub-Total				\$138.00	\$0.00	\$138.00
Invoice Sub-Total					\$1,541.00	
Sales Tax					\$0.00	
Total Due					USD	\$1,541.00

Direct Billing Inquiries: (866) 867-366



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-130928577633	Invoice Date:	09/11/2023
PO #/Auth:	PO# 77230789	Service Request:	1-129841197478
Customer WO#:		SR Type:	L&M
Customer Acct:	1032969	Branch Name:	JOHNSON CONTROLS GULF COAST CB - 0N52

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (866) 867-3608

To Remit Via Credit Card:
 Call the phone number listed above.

INVOICE#: 1-130928577633

Remit Payment To:
 JOHNSON CONTROLS
 PO BOX 730068
 DALLAS, TX, 75373-0068

To Remit Via ACH Wire Transfers:
 JP Morgan Chase
 One Chase Manhattan Plaza
 New York, NY 10005
 Credit to: Johnson Controls Inc.
 ABA# 071-000013 Depositor Acct #55-14347
 Type of Account: Checking
 CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com

.MOUNT DUE: USD \$1,541.00

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 3, 2023

DATE

(as revised 3/6/01)

POINTS		COMMENTS			
1.	Brief Description / Purpose	ORDER RATIFYING PROCUREMENT OF REPAIRS AND SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS			
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 	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life			
3.	Who will be affected	Citizens of Jackson			
4.	Benefits	The Building Maintenance Division will use these funds to pay overdue payments for maintenances provide by United Plumbing, Universal Services, and Johnson Controls throughout the City of Jackson.			
5.	Schedule (beginning date)	Scheduled date following City 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			
8.	COST	\$4,978.00			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	001-45300-6461 001-44224-6461 001-44224-6461			
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 _____	



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Honorable Chokwe A. Lumumba, Mayor
From: Robert Lee, Interim Director/City Engineering
Department of Public Works
Date: October 3, 2023

Agenda Item: **ORDER RATIFYING PROCUREMENT OF REPAIRS AND SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS**

Council Meeting: Regular Council Meeting, October 10, 2023

Purpose: The Building Maintenance Division will use these funds to pay overdue payments for maintenances provide by United Plumbing, Universal Services, and Johnson Controls throughout the City of Jackson.

Cost: \$4,978.00

Project/Contract Type: N/A

Funding Source: 001-45300-6461
001-44224-6461
001-44224-6461

Schedule/Time: October 10, 2023
DPW Manager: Stanley Arnold


Background: The Building Maintenance Division will use these funds to pay overdue payments for maintenances provide by United Plumbing, Universal Services, and Johnson Controls throughout the City of Jackson.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756
10/4/2023

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF REPAIRS AND SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS** is legally sufficient for placement in NOVUS Agenda.


by permission of ePM
CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, Legal Counsel

Oct. 4, 2023
DATE

32

**ORDER RATIFYING A CONTRACT RELATED TO THE EMERGENCY
REPAIRS TO THE ARTS CENTER OF MISSISSIPPI IN PREPARATION
FOR THE U.S.A. INTERNATIONAL BALLET COMPETITION**

OFFICE OF THE CLERK OF THE CITY OF JACKSON
10/10/2023

WHEREAS, the City of Jackson Department of Public Works and Department of Human and Cultural Services have completed the process of preparing Thalia Mara Hall and the Arts Center of Mississippi for the USA International Ballet Competition (“USA IBC”); and

WHEREAS, the USA IBC was successful and is reported to have generated more interest and attendance than any previous USA IBC; and

WHEREAS, the City of Jackson previously contracted with Cooke Douglass Farr Lemons (“CDFL”) to produce a scope of work for Thalia Mara Hall; and

WHEREAS, the City contracted Canizaro Cawthon Davis, A Professional Association to produce a scope of work for the Arts Center of Mississippi, which scope is to include an update to the existing public restrooms to bring them into compliance with the ADA due to performance issues with Construction Specialists, LLC, which recently caused the City to terminate that construction agreement; and

WHEREAS, the City authorized a contract with Benchmark Construction Corporation, whose principal office address is 1867 Crane Ridge Drive #200A, Jackson, MS 39216, to provide general contractor services to assist the City of Jackson with completing the proposed scope of work for Thalia Mara Hall by June 1, 2023; and

WHEREAS, pursuant to Miss. Code Ann. § 31-7-13(k), due to the threat of economic loss based on the restricted time period, limitations of available equipment, materials and delivery schedules, and to protect and preserve the facilities, the City of Jackson invoked the emergency procurement procedure for the intended repairs to Thalia Mara and the Arts Center, a copy of which is attached hereto; and

WHEREAS, during the competition, a storm caused widespread power outages throughout the City and resulted in the Mayor declaring a civil emergency, copy of said Declaration being attached hereto; and

WHEREAS, pursuant to the emergency procurement process, the following proposals have been accepted for work or materials, which constitute a contract for the work, a copy of said contracts being attached to this Order and made a part of the minutes of this meeting:

Vendor	Services/Materials	Amount
Acoustics, Inc.	Demolition Track Lighting	\$2,973.00
	<u>Total</u>	<u>\$2,973.00</u>

Item # 32

Date: October 10, 2023

By: R, Lee, Lumumba

IT IS, THEREFORE, ORDERED that the contracts for work listed in the proposal listed above at the amount stated is hereby ratify.

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST

The City of Jackson Department of Public Works and Department of Human and Cultural Services are currently in the process of preparing Thalia Mara Hall and the Arts Center of Mississippi for the USA International Ballet Competition ("USA IBC"). The USA IBC is a two-week Olympic-style competition for top young dancers from all over the world, which occurs every four (4) years in the City of Jackson and is scheduled to take place June 10, 2023 through June 24, 2023. The 2018 USA IBC was attended by more than 44,000 people generating a combined economic impact of \$12.5 million for the City of Jackson and the State of Mississippi.

The USA IBC is scheduled to begin June 10, 2023 and there are necessary repairs which must take place at both Thalia Mara and the Arts Center of Mississippi prior to June 10, 2023. The City of Jackson previously contracted with Cooke Douglass Farr Lemons ("CDFL") to produce a scope of work for Thalia Mara Hall. The City recently retained Canizaro Cawthon Davis, A Professional Association to produce a scope of work for the Arts Center of Mississippi, which scope is to include an update to the existing public restrooms to bring them into compliance with the ADA due to performance issues with Construction Specialists, LLC, which recently caused the City to terminate that construction agreement.


Today, the City authorized a contract with Benchmark Construction Corporation, whose principal office address is 1867 Crane Ridge Drive #200A, Jackson, MS 39216, to provide general contractor services to assist the City of Jackson with completing the proposed scope of work for Thalia Mara Hall by June 1, 2023.

Without the completion of the repairs, the City will be greatly hampered in its effort to host the USA IBC. Hosting the event without these repairs will reflect badly on the City of Jackson, could damage the City's efforts to host USA IBC in the future, and could result in a significant economic loss to the City.

As a result, I am requesting the procurement of the construction services and materials necessary to make the repairs and renovations to Thalia Mara Hall and the Arts Center of Mississippi identified by the two architectural firms and Benchmark Construction Corporation.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contracts for the construction services and materials necessary to make the repairs and renovations to Thalia Mara Hall and the Arts Center of Mississippi identified by the two architectural firms and Benchmark Construction Corporation, pursuant to Section 31-7-13 (j) of the Mississippi Code Annotated of 1972, as amended.

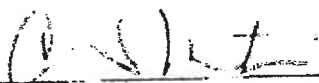
As background information to assist in your determination that an emergency exists, I have attached a memorandum. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.



Robert Lee, P.E.
City Engineer and Interim Director

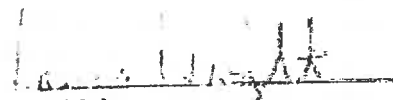
3/4/23
DATE

II. REVIEWED AND APPROVED




Torri Martin
City Attorney

3/9/23
DATE



Louis Wright
Chief Administrative Officer

3/9/23
DATE




Idelis Malembeka
Chief Financial Officer

3/1/23
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that present physical condition of the City of Jackson Arts Center constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that contracts for the construction services and materials necessary to make the repairs and renovations identified by the two architectural firms and Benchmark Construction Corporation are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

Accordingly, this request is approved, effective February 28, 2023.



CHOKWE A. LUMUMBA
Mayor

3/9/23
DATE

Department of Public Works



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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

TO: Robert Lee, City Engineer and Interim Director of the Department of Public Works

FROM: Terry S. Williamson, Legal Counsel.

RE: Repairs to City Facilities Necessary to Hosting the USA International Ballet Competition

DATE: February 28, 2023

The City of Jackson Department of Public Works and Department of Human and Cultural Services are currently in the process of preparing Thalia Mara Hall and the Arts Center of Mississippi for the USA International Ballet Competition ("USA IBC"). The USA IBC is a two-week Olympic-style competition for top young dancers from all over the world, which occurs every four (4) years in the City of Jackson and is scheduled to take place June 10, 2023 through June 24, 2023. The 2018 USA IBC was attended by more than 44,000 people generating a combined economic impact of \$12.5 million for the City of Jackson and the State of Mississippi.

The USA IBC is scheduled to begin June 10, 2023 and there are necessary repairs which must take place at both Thalia Mara and the Arts Center of Mississippi prior to June 10, 2023. The City of Jackson previously contracted with Cooke Douglass Farr Lemons ("CDFL") to produce a scope of work for Thalia Mara Hall. The City recently retained Canizaro Cawthon Davis, A Professional Association to produce a scope of work for the Arts Center of Mississippi, which scope is to include an update to the existing public restrooms to bring them into compliance with the ADA due to performance issues with Construction Specialists, LLC, which recently caused the City to terminate that construction agreement.

Today, the City authorized a contract with Benchmark Construction Corporation, whose principal office address is 1867 Crane Ridge Drive #200A, Jackson, MS 39216, to provide general contractor services to assist the City of Jackson with completing the proposed scope of work for Thalia Mara Hall by June 1, 2023.

Without the completion of the repairs, the City will be greatly hampered in its effort to host the USA IBC. Hosting the event without these repairs will reflect badly on the City of Jackson, could damage the City's efforts to host USA IBC in the future, and could result in a significant economic loss to the City.

Please let me know if you have any questions.



BENCHMARK
ON
I T

July 18, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Arts Center – Demo Track Lighting ACM P37

Dear Ms. Martin:

Please find attached a proposal from Acoustics, Inc. in the amount of \$2,973.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh,
President

Accepted by:
City of Jackson, Mississippi

**ACOUSTICS INC
209 PARK COURT
RIDGELAND, MS 39157**

RECEIVED

JUL 18 2023

Benchmark Construction
Corporation

PROPOSAL

DATE: July 18, 2023

TO: BENCHMARK CONSTRUCTION

ATTN: DAVID MARSH

RE: ARTS CENTER OF MISSISSIPPI RENOVATIONS

Provide labor and materials to install:

--LABOR & EQUIPMENT TO DEMOLISH EXISTING TRACK LIGHTING @ 2ND FLOOR, PLACE IN TRASH CONTAINER, & HAUL OFF

PRICE.....\$2,973 INCLUDES SALES TAX

QUALIFICATIONS:

**PROPOSAL BASED ON CONTRACT TERMS CONSISTENT WITH CONESUSDOCS 750
SALES TAX INCLUDED
NO PERMITS OR FEES INCLUDED**

If any amount is not paid within 30 days of the invoice on which the charge first appears, the customer shall pay interest on the delinquent amount at the maximum rate permitted by law and all expenses of collections; including attorney fees.

Conditions: Standard AIA contract to be used. All materials guaranteed to be as specified above. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from work specified above and involving additional costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon, accidents, or delays beyond our control. Owner to carry standard Builders Risk Insurance. Our workers are fully covered by Workman's Compensation Insurance.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work. Payment will be made as outlined above.

Date of Acceptance:

Respectfully Submitted

By:

John Lytle

Note: This proposal is valid for 30 days.

The CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/3/2023
DATE

POINTS		COMMENTS						
1.	Brief Description/Purpose	ORDER RATIFYING A CONTRACT RELATED TO THE EMERGENCY REPAIRS TO THE ARTS CENTER OF MISSISSIPPI IN PREPARATION FOR THE U.S.A. INTERNATIONAL BALLET COMPETITION						
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"> 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life 						
3.	Who will be affected	Department of Public Works						
4.	Benefits	Presents the City in the best possible light for the International Ballet Competition and the numerous out-of-town attendees						
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	\$2,973.00						
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"/> 	Human & Cultural Services FY 2023 Budget						
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u> x </u>
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u> x </u>
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u> x </u>
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u> x </u>
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u> x </u>



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E., Interim Director
Date: October 3, 2023
Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item ratifying a contract with a vendor for renovations to the Arts Center of Mississippi that prepared that venue for the USA IBC. Payment of this invoice required that additional

Please let me know if you have any questions.

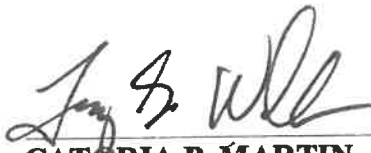
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
10/5/2023

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING A CONTRACT RELATED TO THE EMERGENCY REPAIRS TO THE ARTS CENTER OF MISSISSIPPI IN PREPARATION FOR THE U.S.A. INTERNATIONAL BALLET COMPETITION** is legally sufficient for placement in NOVUS Agenda.


by permission of CPM
CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

Oct. 4, 2023
DATE

33

**ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIRS FROM
VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID
VENDORS FROM THE DEPARTMENT OF PUBLIC WORKS**

OFFICE OF THE CITY ATTORNEY
10/10/23

WHEREAS, the Municipal Garage Division of the Department of Public Works had need of certain parts to make repairs to City vehicles and found it necessary to send certain City vehicles for outside repairs; and

WHEREAS, due to exigent circumstances, the procurement of these necessary parts and repairs was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the parts and repairs set forth in certain invoices attached hereto were provided to the Department of Public Works, Municipal Garage Division, and the in-house and outside repairs have been completed.

IT IS, THEREFORE, ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

Vendor	Invoice No.	Invoice Date	Amount
AutoZone	0037957906	10/17/2022	\$7.59
AutoZone	0037958300	10/18/2022	\$537.07
AutoZone	0037958308	10/18/2022	\$338.55
AutoZone	0037958314	10/18/2022	-\$432.15
AutoZone	0037958548	10/18/2022	\$39.98
AutoZone	0037959000	10/19/2022	\$99.50
AutoZone	0037959001	10/19/2022	\$145.34
AutoZone	0037969341	11/4/2022	\$1,390.80
AutoZone	0037919868	8/23/2022	\$34.13
AutoZone	0037885685	6/30/2022	\$495.64
AutoZone	0037889594	7/6/2022	\$971.12
AutoZone	0037906461	8/2/2022	\$563.68
AutoZone	0037917748	8/19/2022	\$30.58
AutoZone	0037919831	8/23/2022	\$155.79
AutoZone	0037953983	10/11/2022	\$4,415.84
AutoZone	0037954582	10/22/2022	\$438.76
AutoZone	0037954599	10/12/2022	\$438.76
AutoZone	0037954618	10/12/2022	\$496.28
AutoZone	0037955867	10/14/2022	\$500.56
AutoZone	0037959691	10/20/2022	\$22.16
AutoZone	0037959766	10/20/2022	-\$22.16
AutoZone	0037963273	10/26/2022	\$152.45
AutoZone	0037963412	10/26/2022	-\$21.49

Item # 33
 Date: October 10, 2023
 By: R. Lee, Lumumba

AutoZone	0037963767	10/27/2022	\$498.60
AutoZone	0037966641	11/1/2022	\$131.89
AutoZone	0037869126	7/5/2022	\$1,535.00
AutoZone	0037916266	8/17/2022	\$594.86
AutoZone	0037920932	8/25/2022	\$304.58
AutoZone	0037958680	10/18/2022	\$272.18
AutoZone	0037958682	10/18/2022	\$497.80
AutoZone	0037958688	10/18/2022	\$248.90
AutoZone	0037968827	11/4/2022	\$558.08
AutoZone	0037972516	11/10/2022	\$145.34
AutoZone	0037949186	10/4/2022	\$176.67
AutoZone	0037888774	7/5/2022	\$22.99
AutoZone	0037964659	10/28/2022	\$119.99
AutoZone	0037966783	11/1/2022	\$184.91
AutoZone	0037950318	10/6/2022	\$34.99
AutoZone	0037967990	11/3/2022	\$265.10
AutoZone	0037948947	10/4/2022	\$169.98
AutoZone	0037949062	10/4/2022	\$936.88
AutoZone	0037962156	10/24/2022	\$180.99
AutoZone	0037971342	11/8/2022	\$145.34
AutoZone	0037971512	11/8/2022	\$161.64
AutoZone	0037976399	11/16/2022	\$174.98
AutoZone	0037885067	6/29/2022	\$1,691.60
AutoZone	0037885744	6/30/2022	\$1,401.00
AutoZone	0037888798	7/5/2022	\$200.42
AutoZone	0037894533	7/14/2022	\$471.78
AutoZone	0037906288	8/2/2022	\$145.34
AutoZone	0037907106	8/3/2022	\$36.18
AutoZone	0037916224	8/17/2022	\$145.34
AutoZone	0037916278	8/17/2022	\$874.37
AutoZone	0037917429	8/19/2022	\$145.34
AutoZone	0037917727	8/19/2022	\$22.00
AutoZone	0037920313	8/24/2022	\$35.19
AutoZone	0037950304	10/6/2022	\$145.34
AutoZone	0037950844	10/7/2022	\$204.50
AutoZone	0037952945	10/10/2022	-\$145.34
AutoZone	0037954613	10/12/2022	\$488.72
AutoZone	0037955738	10/14/2022	\$109.89
AutoZone	0037956040	10/14/2022	-\$47.00
AutoZone	0037963208	10/26/2022	\$275.27
AutoZone	0037963471	10/26/2022	\$200.90
AutoZone	0037964396	10/28/2022	\$145.34
AutoZone	0037964512	10/28/2022	\$1,373.06
AutoZone	0037966651	11/1/2022	\$522.40

AutoZone	0037967988	11/3/2022	\$185.12
AutoZone	0037976404	11/16/2022	\$1,022.56
AutoZone	0037976412	11/16/2022	\$1,767.48
AutoZone	0037976808	11/17/2022	\$19.09
AutoZone	0037976901	11/17/2022	\$15.29
AutoZone	0037977070	11/17/2022	-\$15.29
AutoZone	0037963850	10/27/2022	\$145.34
AutoZone	0037945843	9/30/2022	-\$36.19
AutoZone	0037979527	11/21/2022	\$145.34
AutoZone	0037917731	8/19/2022	\$22.00
AutoZone	0037976988	11/17/2022	\$120.64
AutoZone	0037972548	11/10/2022	\$129.25
AutoZone	0037971846	11/9/2022	\$105.17
AutoZone	0037970846	11/7/2022	\$114.92
AutoZone	0037970910	11/7/2022	\$122.16
AutoZone	0037970845	11/7/2022	\$35.08
AutoZone	0037966786	11/1/2022	-\$156.46
AutoZone	0037966784	11/1/2022	-\$161.46
AutoZone	0037966785	11/1/2022	\$156.46
AutoZone	0037966640	11/1/2022	\$161.46
AutoZone	0037964576	10/28/2022	\$549.97
AutoZone	0037963793	10/27/2022	\$57.86
AutoZone	0037963765	10/27/2022	\$1,049.64
AutoZone	0037959905	10/20/2022	-\$215.98
AutoZone	0037960420	10/21/2022	-\$16.49
AutoZone	0037959301	10/19/2022	-\$95.18
AutoZone	0037958547	10/18/2022	\$24.16
AutoZone	0037956837	10/15/2022	-\$155.79
AutoZone	0037956830	10/15/2022	\$155.79
AutoZone	0037950612	10/6/2022	-\$99.99
AutoZone	0037951247	10/7/2022	-\$168.70
AutoZone	0037950378	10/6/2022	\$380.47
AutoZone	0037949659	10/5/2022	\$257.85
AutoZone	0037949319	10/4/2022	-\$155.99
AutoZone	0037948926	10/4/2022	\$121.49
AutoZone	0037949058	10/4/2022	\$247.94
AutoZone	0037949177	10/4/2022	-\$247.94
AutoZone	0037885413	6/30/2022	\$145.34
AutoZone	0037916195	8/17/2022	\$145.34
AutoZone	0037906586	8/2/2022	\$8.99
AutoZone	0037906562	8/2/2022	\$179.72
AutoZone	0037906531	8/2/2022	-\$206.77
AutoZone	0037906517	8/2/2022	-\$6.99
AutoZone	0037906515	8/2/2022	-\$7.49

AutoZone	0037906516	8/2/2022	-\$7.49
AutoZone	0037906510	8/2/2022	\$126.96
AutoZone	0037906462	8/2/2022	\$12.69
AutoZone	0037917613	8/19/2022	\$34.74
AutoZone	0037917612	8/19/2022	\$322.72
AutoZone	0037917605	8/19/2022	\$70.59
AutoZone	0037945829	9/30/2022	-\$34.99
AutoZone	0037945432	9/29/2022	-\$67.00
AutoZone	0037945431	9/29/2022	-\$134.00
AutoZone	0037945422	9/29/2022	-\$67.00
AutoZone	0037945352	9/29/2022	\$67.00
AutoZone	0037945351	9/29/2022	\$262.34
AutoZone	0037945349	9/29/2022	-\$67.00
AutoZone	0037979428	11/21/2022	\$155.79
AutoZone	0037967967	11/3/2022	\$30.90
AutoZone	0037963769	10/27/2022	\$528.00
AutoZone	0037954569	10/12/2022	\$162.87
AutoZone	0037950533	10/6/2022	\$166.03
AutoZone	0037950531	10/6/2022	\$316.00
AutoZone	0037919926	8/23/2022	\$32.48
AutoZone	0037916254	8/17/2022	\$48.76
Coke Boring	111422	11/14/2022	\$963.54
Deviney	WO56614	11/21/2022	\$4,690.65
Frederick's Sales & Service	01-81720	8/2/2023	\$44.99
Frederick's Sales & Service	01-79953	7/14/2023	\$52.91
Frederick's Sales & Service	01-79954	7/14/2023	\$89.90
Mid South Machinery	001198867	7/18/2022	\$4,950.00
			\$ 45,199.70

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET October 4, 2023
DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIRS FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FROM THE DEPARTMENT OF PUBLIC WORKS								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure & Transportation								
3.	Who will be affected	Department of Public Works								
4.	Benefits	Authorize payment for services rendered								
5.	Schedule (beginning date)	Upon Council Approval								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide								
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works								
8.	COST	\$ 45,199.70								
9.	Source of Funding ▪ Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Various Accounts								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Robert Lee, P.E.
City Engineer & Interim Director
Date: October 4, 2023
Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item authorizing payment to various vendors for parts and repairs provided. The parts and repairs were provided for the Municipal Garage Division, Water Maintenance Division, and Sewer Maintenance Division. All parts and repairs associated with the invoices were completed and the invoices needs to be paid. Should the Council approve this item to ratify procurement, these invoices will be placed on the next claims docket for payment.

It is the recommendation of this office 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 2799
Jackson, Mississippi 39202-2799
Telephone: (601) 960-1700
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
2023

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIRS FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FROM THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.

Terry Williamson
by permission of CPM
CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

Oct. 4, 2023
DATE



Remit to:
AutoZone, Inc.
 PO Box 116067
 Atlanta, GA 30368-6067
 Phone: (866) 208-3385

Open Item Statement

Customer ID 000308344
Statement Date: 07/31/2023
Statement #: 3555
Amount Due: \$38,232.67

BILL TO:
 4432 1 AB Q.537 E0388X 10582 D11587295209 S2 P9825333 0001:0004

RECEIVED



CITY OF JACKSON N AZ
 JACKSON
 PO BOX 17
 JACKSON MS 39205-0017

AUG 14 2023

**CITY OF JACKSON
 FINANCE DIVISION**

If you have questions about your account, please contact Accounts Receivable at 866-208-3385.
 Please place an "X" in the "Remit Advice" column for the items you are paying and return a copy of your statement with your payment.
 Disputed items must be submitted in writing to: AutoZone, Inc., P.O. Box 10, Memphis, TN 38101-0010, within 30 days of statement date.

Date	Type	Remit Advice*	Invoice #	Invoice Amount	Amount Due	PO Number	Document	Due Date
CITY OF JACKSON N AZ 308344 PO BOX 17 JACKSON JACKSON MS 39205								
6/29/2022	Invoice	[]	0037885067	1,691.60	1,691.60	99210TR164		07/29/2022
6/30/2022	Invoice	[]	0037885413	145.34	145.34	99210PC1387		07/30/2022
6/30/2022	Invoice	[]	0037885655	495.64	495.64	99210PC1522		07/30/2022
6/30/2022	Invoice	[]	0037885744	1,401.00	1,401.00	99210F12		07/30/2022
7/05/2022	Invoice	[]	0037888774	22.99	22.99	99210PT738		08/04/2022
7/11/2022	Invoice	[]	0037888798	200.42	200.42	99210PT687		08/04/2022
7/11/2022	Invoice	[]	0037888895	87.98	87.98	99210PT582		08/04/2022
7/10/2022	Invoice	[]	0037889126	1,535.00	1,535.00	99210TK788		08/04/2022
7/06/2022	Invoice	[]	0037889594	971.12	971.12	99210PT723		08/05/2022
7/14/2022	Invoice	[]	0037894533	471.78	471.78	99210TK618		08/13/2022
8/02/2022	Invoice	[]	0037906288	145.34	145.34	99210PT724		09/01/2022
8/02/2022	Invoice	[]	0037908461	563.68	563.68	99210TR218		09/01/2022
8/02/2022	Invoice	[]	0037906462	12.69	12.69	99210PT807		09/01/2022
8/02/2022	Invoice	[]	0037906510	126.96	126.96	99210PC1889		09/01/2022
8/02/2022	Return	[]	0037906515	-7.49	-7.49	99210PC1765		09/01/2022
8/02/2022	Return	[]	0037906516	-7.49	-7.49	99210-PC1790		09/01/2022
8/02/2022	Return	[]	0037906517	-8.99	-8.99	9910025-PC1690		09/01/2022
8/02/2022	Return	[]	0037906531	-206.77	-206.77	99210PC1889		09/01/2022
8/02/2022	Invoice	[]	0037906546	44.00	44.00	99210SUV137		09/01/2022
8/02/2022	Invoice	[]	0037906562	179.72	179.72	99210SUV25		09/01/2022
8/02/2022	Invoice	[]	0037906586	8.99	8.99	99210PC1790		09/01/2022
8/03/2022	Invoice	[]	0037907106	36.18	36.18	99210PT631		09/02/2022
8/17/2022	Invoice	[]	0037916195	145.34	145.34	99210PC1876		09/16/2022
8/17/2022	Invoice	[]	0037916224	145.34	145.34	99210PT748		09/16/2022
8/17/2022	Invoice	[]	0037916254	48.76	48.76	99210SUV66		09/16/2022
8/17/2022	Invoice	[]	0037916266	594.86	594.86	99210TR185		09/16/2022
8/17/2022	Invoice	[]	0037916278	874.37	874.37	99210TK738		09/16/2022
8/19/2022	Invoice	[]	0037917429	145.34	145.34	99210PT737		09/18/2022
8/19/2022	Invoice	[]	0037917605	70.59	70.59	SUV63		09/18/2022
8/19/2022	Invoice	[]	0037917612	322.72	322.72	99210PC1731		09/18/2022
8/19/2022	Invoice	[]	0037917613	34.74	34.74	99210PC1731		09/18/2022
8/19/2022	Return	[]	0037917623	-153.99	-153.99			09/18/2022
8/19/2022	Return	[]	0037917625	-153.99	-153.99			09/18/2022
8/19/2022	Invoice	[]	0037917727	22.00	22.00	99210PT748		09/18/2022
8/19/2022	Invoice	[]	0037917731	22.00	22.00	99210PC1876		09/18/2022
8/19/2022	Invoice	[]	0037917748	30.58	30.58	99210PT703		09/18/2022
8/21/2022	Invoice	[]	0037919274	34.38	34.38	99210SUV155		09/21/2022
8/21/2022	Invoice	[]	0037919307	145.34	145.34	99210TK0895		09/21/2022
8/23/2022	Invoice	[]	0037919831	155.79	155.79	99210PT786		09/22/2022
8/23/2022	Invoice	[]	0037919868	34.13	34.13	99210PC1763		09/22/2022
8/23/2022	Invoice	[]	0037919926	32.48	32.48	99210PT840		09/22/2022
8/24/2022	Invoice	[]	0037920313	35.19	35.19	99210PT765		09/23/2022
8/25/2022	Invoice	[]	0037920932	304.58	304.58	99210PT756		09/24/2022



Remit to:
 AutoZone, Inc.
 PO Box 116067
 Atlanta, GA 30368-6067
 Phone: (866) 208-3385

RECEIVED

Open Item Statement

Customer ID 000308344
 Statement Date: 07/31/2023

AUG 14 2023

CITY OF ATLANTA
 FINANCE DIVISION

Date	Type	Remit Advice*	Invoice #	Invoice Amount	Amount Due	PO Number	Document	Due Date
09/28/2022	OverPay	[]	AO-0037932916	-43.76	-43.76		Z84201272863747	09/28/2022
09/02/2022	Invoice	[]	0037926810	107.89	107.89	99210PT158		10/02/2022
09/02/2022	Return	[]	0037926806	-107.89	-107.89	99210PT158		10/02/2022
09/07/2022	Invoice	[]	0037929819	155.79	155.79	99210TK838		10/07/2022
09/29/2022	Return	[]	0037945349	-67.00	-67.00	99210PC1813		10/29/2022
09/29/2022	Invoice	[]	0037945351	262.34	262.34	99210PC1562		10/29/2022
09/29/2022	Invoice	[]	0037945352	67.00	67.00	99210PC1813		10/29/2022
09/29/2022	Return	[]	0037945422	-67.00	-67.00	99210PC1813		10/29/2022
09/29/2022	Return	[]	0037945431	-134.00	-134.00	99210PC1813		10/29/2022
09/29/2022	Return	[]	0037945432	-67.00	-67.00	99210PC1813		10/29/2022
09/30/2022	Return	[]	0037945829	-34.99	-34.99	PC1874		10/30/2022
09/30/2022	Return	[]	0037945843	-38.19	-38.19	99210PC1874		10/30/2022
11/01/2022	PayOnAcct	[]	OA-0038807185	-3,658.62	-3,658.62		P0038807185	11/01/2022
10/04/2022	Invoice	[]	0037948826	121.49	121.49	9923PT822		11/03/2022
10/04/2022	Invoice	[]	0037948947	169.98	169.98	9923PT815		11/03/2022
10/04/2022	Invoice	[]	0037949058	247.94	247.94	9923PC1686		11/03/2022
10/04/2022	Invoice	[]	0037949062	936.88	936.88	9923PT815		11/03/2022
10/04/2022	Return	[]	0037949177	-247.94	-247.94	9923PC1686		11/03/2022
10/04/2022	Invoice	[]	0037949186	176.67	176.67	99210PT651		11/03/2022
10/04/2022	Return	[]	0037949319	-155.99	-155.99	99210SUV63		11/03/2022
10/05/2022	Invoice	[]	0037949659	257.85	257.85	9923SUV118		11/03/2022
10/06/2022	Invoice	[]	0037950304	145.34	145.34	9923-PT679		11/05/2022
10/06/2022	Invoice	[]	0037950318	34.99	34.99	9923-SUV0050		11/05/2022
10/06/2022	Invoice	[]	0037950378	380.47	380.47	SUV175		11/05/2022
10/06/2022	Invoice	[]	0037950531	316.00	316.00	99210PT844		11/05/2022
10/06/2022	Invoice	[]	0037950533	166.03	166.03	9923PT834		11/05/2022
10/06/2022	Return	[]	0037950612	-99.99	-99.99	SUV175		11/05/2022
10/06/2022	Invoice	[]	0037950654	4,413.86	4,413.86	99230001		11/05/2022
10/07/2022	Invoice	[]	0037950844	204.50	204.50	9923TK782		11/06/2022
10/07/2022	Return	[]	0037951247	-168.70	-168.70	9923SUV108		11/06/2022
10/10/2022	Return	[]	0037952945	-145.34	-145.34	9923PT634		11/09/2022
10/10/2022	Invoice	[]	0037953218	180.99	180.99	9923TK0886		11/09/2022
10/11/2022	Invoice	[]	0037953983	4,415.84	4,415.84	9923TK771		11/10/2022
10/12/2022	Invoice	[]	0037954569	162.87	162.87	9923MV19		11/11/2022
10/12/2022	Invoice	[]	0037954582	438.76	438.76	9923TR269		11/11/2022
10/12/2022	Invoice	[]	0037954599	438.76	438.76	9923TR274		11/11/2022
10/12/2022	Invoice	[]	0037954613	488.72	488.72	9923PT694		11/11/2022
10/12/2022	Invoice	[]	0037954618	496.28	496.28	9923PT607		11/11/2022
10/13/2022	Invoice	[]	0037955154	145.34	145.34	9923PC1910		11/12/2022
10/14/2022	Invoice	[]	0037955738	109.89	109.89	PC961		11/13/2022
10/14/2022	Invoice	[]	0037955867	500.56	500.56	9923TR303		11/13/2022
10/14/2022	Invoice	[]	0037955984	168.85	168.85	PT7119923		11/13/2022
10/14/2022	Return	[]	0037956040	-47.00	-47.00	PC961		11/13/2022
10/15/2022	Invoice	[]	0037956802	251.81	251.81	992300SHOP		11/14/2022
10/15/2022	Invoice	[]	0037956830	155.79	155.79	9923SUV0077		11/14/2022
10/15/2022	Return	[]	0037956837	-155.79	-155.79	9923SUV0077		11/14/2022
10/17/2022	Invoice	[]	0037957617	134.25	134.25	9923PC1910		11/16/2022
10/17/2022	Return	[]	0037957625	-134.25	-134.25	9923PC1910		11/16/2022
10/17/2022	Invoice	[]	0037957906	7.59	7.59	9923TK760		11/16/2022
10/18/2022	Invoice	[]	0037958300	537.07	537.07	9923TK760		11/16/2022
10/18/2022	Invoice	[]	0037958308	338.55	338.55	9923TK760		11/16/2022
10/18/2022	Return	[]	0037958314	-432.15	-432.15	9923TK760		11/16/2022
10/18/2022	Invoice	[]	0037958547	24.16	24.16	9923T212		11/17/2022
10/18/2022	Invoice	[]	0037958548	39.98	39.98	9923TK762		11/17/2022
10/18/2022	Invoice	[]	0037958680	272.18	272.18	9923TR327		11/17/2022
10/18/2022	Invoice	[]	0037958682	497.80	497.80	9923TR292		11/17/2022



Remit to:
 AutoZone, Inc.
 PO Box 116067
 Atlanta, GA 30368-8067
 Phone: (866) 208-3385

RECEIVED

Open Item Statement

Customer ID 000308344
 Statement Date: 07/31/2023

AUG 14 2023

CITY OF JACKSONVILLE
 FINANCE DIVISION

Date	Type	Remit Advice*	Invoice #	Invoice Amount	Amount Due	PO Number	Document	Due Date
10/18/2022	Invoice	[]	0037958688	248.90	248.90	9923TR291		11/17/2022
10/19/2022	Invoice	[]	0037959000	99.50	99.50	9923TK762		11/18/2022
10/19/2022	Invoice	[]	0037959001	145.34	145.34	9923TK762		11/18/2022
10/19/2022	Return	[]	0037959301	-95.18	-95.18	9923SUV173		11/18/2022
10/20/2022	Invoice	[]	0037959691	22.16	22.16	9923PT786		11/19/2022
10/20/2022	Return	[]	0037959766	-22.16	-22.16	9923PT786		11/19/2022
10/20/2022	Return	[]	0037959905	-215.98	-215.98	9923PC1889		11/19/2022
10/21/2022	Return	[]	0037960420	-16.49	-16.49	9923SUV67		11/20/2022
0/24/2022	Invoice	[]	0037962156	180.99	180.99	9923F10		11/23/2022
0/26/2022	Invoice	[]	0037963208	275.27	275.27	9923PT632		11/25/2022
0/26/2022	Invoice	[]	0037963273	152.45	152.45	9923PT785		11/25/2022
0/26/2022	Return	[]	0037963412	-21.49	-21.49	9923PT785		11/25/2022
0/26/2022	Invoice	[]	0037963471	200.90	200.90	9923PT632		11/25/2022
0/26/2022	Invoice	[]	0037963506	574.94	574.94	9923SUV137		11/25/2022
0/27/2022	Invoice	[]	0037963765	1,049.64	1,049.64	9923SUV89		11/26/2022
0/27/2022	Invoice	[]	0037963767	498.60	498.60	9923PT785		11/26/2022
0/27/2022	Invoice	[]	0037963769	528.00	528.00	9923PT642		11/26/2022
0/27/2022	Invoice	[]	0037963793	57.86	57.86	9923PT811		11/26/2022
0/27/2022	Invoice	[]	0037963850	145.34	145.34	9923PC1639		11/26/2022
0/27/2022	Invoice	[]	0037964396	145.34	145.34	9923PT624		11/27/2022
0/26/2022	Invoice	[]	0037964512	1,373.06	1,373.06	9923TK737		11/27/2022
0/28/2022	Invoice	[]	0037964576	549.97	80.18	9923PC1789		11/27/2022
0/28/2022	Invoice	[]	0037964659	119.99	119.99	9923SUV74		11/27/2022
1/01/2022	Return	[]	0037966569	-129.99	-129.99	SHOPSUPPLY		12/01/2022
1/01/2022	Invoice	[]	0037966640	161.46	161.46	9923PC1879		12/01/2022
1/01/2022	Invoice	[]	0037966641	131.89	131.89	9923TR264		12/01/2022
1/01/2022	Invoice	[]	0037966651	522.40	522.40	9923PT774		12/01/2022
1/01/2022	Invoice	[]	0037966783	184.91	184.91	9923PT720		12/01/2022
1/01/2022	Return	[]	0037966784	-161.46	-161.46	9923PC1879		12/01/2022
1/01/2022	Invoice	[]	0037966785	156.46	156.46	9923PC1879		12/01/2022
1/01/2022	Return	[]	0037966786	-156.46	-156.46	9923PC1879		12/01/2022
1/03/2022	Invoice	[]	0037967967	30.90	30.90	9923PT642		12/03/2022
1/03/2022	Invoice	[]	0037967988	185.12	185.12	9923PT782		12/03/2022
1/03/2022	Invoice	[]	0037967989	265.10	265.10	9923TK779		12/03/2022
1/04/2022	Invoice	[]	0037968827	558.08	558.08	9923PT673		12/04/2022
1/04/2022	Invoice	[]	0037969341	1,390.80	1,390.80	9923TK758		12/04/2022
1/07/2022	Invoice	[]	0037970845	35.08	35.08	9923SUV105		12/07/2022
1/07/2022	Invoice	[]	0037970846	114.92	114.92	9923PT735		12/07/2022
1/07/2022	Invoice	[]	0037970910	122.16	122.16	9923PC1789		12/07/2022
1/08/2022	Invoice	[]	0037971342	145.34	145.34	9923TK714		12/08/2022
1/08/2022	Invoice	[]	0037971512	161.64	161.64	9923TK715		12/08/2022
1/09/2022	Invoice	[]	0037971846	105.17	34.99	9923PT822		12/09/2022
1/10/2022	Invoice	[]	0037972516	145.34	145.34	9923PT760		12/10/2022
1/10/2022	Invoice	[]	0037972548	129.25	129.25	9923PC1720		12/10/2022
1/10/2022	Invoice	[]	0037972789	572.64	572.64	9923T253		12/10/2022
1/16/2022	Invoice	[]	0037976399	174.98	174.98	9923PT796		12/16/2022
1/16/2022	Invoice	[]	0037976404	1,022.56	1,022.56	9923PT724		12/16/2022
1/16/2022	Invoice	[]	0037976412	1,767.48	1,767.48	9923TK737		12/16/2022
1/16/2022	Invoice	[]	0037976414	158.88	158.88	EW9		12/16/2022
1/16/2022	Invoice	[]	0037976416	158.88	158.88	EW9		12/16/2022
1/17/2022	Invoice	[]	0037976808	19.09	19.09	9923TK702		12/17/2022
1/17/2022	Invoice	[]	0037976901	15.29	15.29	9923PT624		12/17/2022
1/17/2022	Invoice	[]	0037976988	120.64	120.64	9923PC1587		12/17/2022
1/17/2022	Return	[]	0037977070	-15.29	-15.29	9923PT624		12/17/2022
1/21/2022	Invoice	[]	0037979428	155.79	155.79	9923PT844		12/21/2022



Remit to:
 AutoZone, Inc.
 PO Box 116067
 Atlanta, GA 30368-6067
 Phone: (866) 208-3385

RECEIVED

Open Item Statement

Customer ID 000308344
 Statement Date: 07/31/2023

AUG 14 2023

CITY OF JACKSON
 FINANCE DIVISION

Date	Type	Remit Advice*	Invoice #	Invoice Amount	Amount Due	PO Number	Document	Due Date
1/21/2022	Invoice	[]	0037979527	145.34	145.34	9923PC1896		12/21/2022
1/23/2022	Invoice	[]	0037980604	1,351.25	1,351.25	9923TK157		12/23/2022
1/30/2022	Invoice	[]	0037983913	60.35	60.35	9923PT711		12/30/2022
					Subtotal			\$38,232.67

Statements Available Online!

Did you know you can access your AutoZone Commercial Statements online at <http://www.AutoZonePro.com>? Just login and click Account in the top bar then My Account. Choose Invoice Statements to see your latest balance, invoices, payment history, and statements. If you don't have a login to AutoZonePro.com yet, click "Request Online Access" at the top of the home page to create your login credentials instantly.

Current and Future Items

**** PAST DUE ITEMS ****

Future	Current	1 - 30	31 - 60	61 - 90	91 - 120	121 - 180	Over 180
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,232.67

Reminder: Please include your Customer Id and statement number on your check.

** To avoid suspension of your account, please pay any past due items upon receipt.



PW water maint

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037950844
PO Number : 9921TK782
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/07/2022 08:39 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Item	Qty	Description	Unit	Cost	Qty	Total
No vehicle given for the following items						
DEF002	10	DIESEL EXHUAUST FL BlueDEF Diesel Exhaust Fluid SKU-000248484		40.90	26.45	0.00 204.50

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in Invoice total)

Total Core Bank: \$81.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

AM60U1

\$204.50

Subtotal \$204.50
Tax \$0.00
Total Due \$204.50

0037950844100722C



AMOUNT	QTY	PAGE	Total
\$1.54	10	1 of 1	\$204.50

WATER



Commercial Return

Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037977078
Original PO Number : 9923PT624
Original Invoice Number : 0037976901
Comm Specialist : STEWART,DESTINY
Register Number : 35
Order Date : 11/17/2022 01:09 PM

QTY	Part #	Description	Unit	Cost	Core	Total
No vehicle given for the following items						
UR	80499	-1 PS RETURN HOSE AS <i>Duralast Return Hose Assembly</i> SKU-000302357	30.57	15.29	0.00	-15.29

Core Bank (Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AEHSXS	-\$15.29	Subtotal	-\$15.29
			Tax	\$0.00
			Total Due	-\$15.29

0037977070111722C



WATER



Commercial Invoice

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037976412
PO Number : 9923TK737
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/16/2022 12:48 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	4	78VD002 11R22516 Misc OSB SKU SKU-000999396	883.74	441.87	0.00	1,767.48

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

Part	Core/Over 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037972516	12378	2022-11-10	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

RANDY [Signature]

AR CREDIT 30834410570

AG8UBR

\$1,767.48

Subtotal \$1,767.48
Tax \$0.00
Total Due \$1,767.48

0037976412111622C



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Max Savings	Place Count	Page	Total
\$0.00	4	1 of 1	\$1,767.48

Water



AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037976808
PO Number : 9921TK702
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/17/2022 08:22 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
2008 Ford Truck F250 Super Duty P/U 2WD						
5902	1	LOCKING FUEL CAP Duralast Locking Fuel Cap SKU-000867126	38.17	19.09	0.00	19.09

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AGRSC6	\$19.09	Subtotal	\$19.09
			Tax	\$0.00
			Total Due	\$19.09

0037976808111722C



AZC Savings	Place Count	Page	Total
\$6.90	1	1 of 1	\$19.09



WJ, Sr

AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037976901
PO Number : 9928PT624
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/17/2022 10:32 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
2007 Ford Truck F150 1/2 ton P/U 2WD						
80499	1	PS RETURN HOSE AS Duralast Return Hose Assembly SKU-000302357	30.57	15.29	0.00	15.29

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy

Subtotal \$15.29
Tax \$0.00
Total Due \$15.29

AR CREDIT 30834410570

AH3NKE

\$15.29

AZ Savings Price Count **2.00** Total

\$2.20

1

1 of 1

\$15.29

0037976901111722C



WATER



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037976404
PO Number : 9926PT724
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/16/2022 12:46 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Disc	Total
No vehicle given for the following items						
000999396	4	90000061208 26565R17 Misc OSB SKU SKU-000999396	511.28	255.64	0.00	1,022.56

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

Part	Qty	Description	Part #	Core ID	Date	Core
65-DLG		DURALAST GOLD BA	0037972516	12378	2022-11-10	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Smith

AR CREDIT 30834410570

A5ZFPR

\$1,022.56

Subtotal \$1,022.56
Tax \$0.00
Total Due \$1,022.56

0037976404111622C



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AZC Savings	Place Count	Page	Total
\$0.00	4	1 of 1	\$1,022.56

WATER



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037967988
PO Number : 9923PT782
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/03/2022 09:16 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	1	2181953 26570R16 Misc OSB SKU SKU-000999396	370.24	185.12	0.00	185.12

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

Part #	Description	Invoice #	Core ID	Date	Core
H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Subtotal \$185.12
Tax \$0.00
Total Due \$185.12

AR CREDIT 30834410570

AZAUML

\$185.12

AutoZone Savings	Place Count	Total
\$0.00	1	1 of 1
		\$185.12

0037967988110322C



Water



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037966651
PO Number : 9923PT774
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/01/2022 11:07 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	2	90000008298 LT26570R17 Misc OSB SKU SKU-000999396	522.40	261.20	0.00	522.40

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

Part	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
HB-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-26	22.00

Outstanding Cores over 3 days: \$98.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

AGGBCM

\$522.40

Subtotal \$522.40
Tax \$0.00
Total Due \$522.40

0037966651110122C



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AZC Savings	Place Count	Page	Total
\$0.00	2	1 of 1	\$522.40



WATSON

AutoZone Store 37
401 W WDRW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037964512
PO Number : 9923TK737
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/28/2022 10:51 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Quantity	Part	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	2	AME AMD9025 31580R225 Misc OSB SKU SKU-000999396	1,373.06	686.53	0.00	1,373.06

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Res...

AR CREDIT 30834410570

AW1HR6

\$1,373.06

Subtotal \$1,373.06
Tax \$0.00
Total Due \$1,373.06

0037964512102822C



Auto Savings	Place Count	Page	Total
\$0.00	2	1 of 1	\$1,373.06

WATER



AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037964396
PO Number : 9921PT624
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/28/2022 08:19 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
2007 Ford Truck F150 1/2 ton P/U 2WD						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 10/31/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$98.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

AUT213

\$145.34

Subtotal \$145.34
Tax \$0.00
Total Due \$145.34

0037964396102822C



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Amount	Page Count	Page	Total
\$64.65	1	1 of 1	\$145.34

WATER



AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Order Information

Invoice Number : 0037963471
PO Number : 9923PT632
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/26/2022 03:07 PM

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
2007 Ford Truck F150 1/2 ton P/U 2WD						
305263	1	DURALAST IDLER/T Dayco Belt Tensioner SKU-000428859	66.59	33.29	0.00	33.29
231130	1	DURALAST PULLEY Duralast Idler Pulley SKU-000445419	56.23	28.12	0.00	28.12
DL3622-16-10	1	DURALAST AL Duralast Alternator SKU-000607414	278.98	139.49	Deferred	139.49
Core deferred amount: \$32.00 Core Due Date: 10/29/2022						

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$54.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AU9H6C	\$200.90	Subtotal	\$200.90
			Tax	\$0.00
			Total Due	\$200.90

0037963471102622C



Auto Savings	Basic Count	Page	Total
\$138.07	3	1 of 1	\$200.90



WJW

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037963208
PO Number : 9926PT632
Comm Specialist : COMMERCIAL SALES
CENTER
Register Number : 35
Order Date : 10/26/2022 09:54 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	Unit	Price	Total
2007 Ford Truck F150 1/2 ton P/U 2WD					
4061030	1	CONTINENTAL SER Continental Serpentine Belt SKU-000190745		69.87	34.93
MCK1065	1	COOLING SYSTEM K Duralast Cooling System Kit SKU-000102387		480.68	240.34

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Rose

AR CREDIT 30834410570

AS2WTS

\$275.27

Subtotal \$275.27

Tax \$0.00

Total Due \$275.27

0037963208102622C



\$114.21

2

1 of 1

\$275.27

WATER



Commercial Return

Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037956040
Original PO Number : **PC961**
Original Invoice Number : 0037955738
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 10/14/2022 03:54 PM

QTY	DESCRIPTION	UNIT	LIST	DELT	DEPT	TOTAL
No vehicle given for the following items						
UR	EGR267	-1	EGR VALVE Duralast EGR Valve SKU-000202991	94.01	47.00	0.00 -47.00

Core Bank (Not reflected in invoice total)

Total Core Bank: \$156.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

	Subtotal	-	\$47.00
	Tax		\$0.00
AR CREDIT 30834410570	A8DRBF	-	\$47.00
	Total Due		-\$47.00

0037956040101422C



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1	1 of 1	Total	-\$47.00
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WATER



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037955738
PO Number : **PC961**
Comm Specialist : COMMERCIAL SALES
CENTER
Register Number : 35
Order Date : 10/14/2022 11:35 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part Number	Description	List	Cost	Core	Total
1999 Ford Taurus					
SU2108	1 DPFE/EGR VLV PRES Duralast EGR Valve Pressure Sensor SKU-000195712	125.78	62.89	0.00	62.89
EGR267	1 EGR VALVE Duralast EGR Valve SKU-000202991	94.01	47.00	0.00	47.00

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$134.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	A2JHGX	\$109.89	Subtotal	\$109.89
			Tax	\$0.00
			Total Due	\$109.89

0037955738101422C



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AutoZone	AutoZone	AutoZone	Total
\$41.59	2	1 of 1	\$109.89



Commercial Invoice

AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

WATER

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037954613
PO Number : 9926PT694
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/12/2022 02:24 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Item #	Qty	Description	List	Cost	Disc	Total
No vehicle given for the following items						
000999396	2	90000008313 LT24575R17 Misc OSB SKU SKU-000999396	488.72	244.36	0.00	488.72

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$102.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

ADBWXR

\$488.72

Subtotal \$488.72
Tax \$0.00
Total Due \$488.72

0037954613101222C



cmstinvc_EN_US_3.0.4.py

Product	Quantity	Page	Total
\$0.00	2	1 of 1	\$488.72



Commercial Return

WATER

Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037952945
Original PO Number : 9923PT634
Original Invoice Number : 0037952935
Comm Specialist : STEWART,DESTINY
Register Number : 35
Order Date : 10/10/2022 09:22 AM

QTY	Part #	CITY	Description	Unit	Cost	Core	Total
No vehicle given for the following items							
UR	58-DLG	-1	DURALAST GOLD BA Duralast Gold Battery SKU-000232743		290.68	145.34	0.00 -145.34

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$103.00

Part #	Core	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
DL3444S			0037948926	12287	2022-10-04	15.00
24F-DLG			0037950304	12291	2022-10-06	22.00
AUX14			0037950378	12293	2022-10-06	22.00
H6-AGM			0037950378	12292	2022-10-06	22.00

Outstanding Cores over 3 days: \$81.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

			Subtotal	-\$145.34
			Tax	\$0.00
AR CREDIT 30834410570	A1JE5C	-\$145.34	Total Due	-\$145.34

0037952945101022C



cmstretn_EN_US_2.0.5.py

Place Count	Total
1	1 of 1
	-\$145.34



Water

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Bill To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037950304
PO Number : 9923-PT679
Comm Specialist : JORDAN, WESLEY
Register Number : 35
Order Date : 10/06/2022 10:40 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	Unit	Cost	Core	Total
2009 Nissan/Datsun Truck Titan 2WD						
24F-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000832327		290.68	145.34	Deferred 145.34
24FS-DLG		Core deferred amount: \$22.00 Core Due Date: 10/09/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$37.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	ATG0Z8	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			Total Due	\$145.34

0037950304100622C



AYC Savings	Place Count	Page Count	Total
\$64.65	1	1 of 1	\$145.34



WATER

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037885067
PO Number : 99210TR164
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 06/29/2022 01:28 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	Unit	Cost	Rate	Total
No vehicle given for the following items						
000999396	4	SUM5533466 21575R17 Misc OSB SKU SKU-000999396		845.80	422.90	0.00 1,691.60

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$66.00

Part #	Core	Core Type	Days	Amplifier	Core ID	Core
35-DLG	DURALAST GOLD BAT	0037881917	12107	2022-06-24	22.00	

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Sperry

AR CREDIT 30834410570

AFBP9U

\$1,691.60

Subtotal \$1,691.60
Tax \$0.00
Total Due \$1,691.60

0037885067062922C



Part #	Plate Count	Total
\$0.00	4	1 of 1
		\$1,691.60

WATER



Commercial Invoice

AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037885744
PO Number : 99210F12
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 06/30/2022 02:54 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	2	991302 195L24 Misc OSB SKU SKU-000999396	1,401.00	700.50	0.00	1,401.00

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy [Signature]

AR CREDIT 30834410570

AJDSTT

\$1,401.00

Subtotal \$1,401.00
Tax \$0.00
Total Due \$1,401.00

0037885744063022C



cmstinvc_EN_US_3.0.4.py

AVC Savings	Recs Count	Page	Total
\$0.00	2	1 of 1	\$1,401.00



WATER

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037888798
PO Number : 99210PT687
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 07/05/2022 09:31 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	1	MXSTP00319100 23570R17 Misc OSB SKU SKU-000999396	400.84	200.42	0.00	200.42

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Spivey

AR CREDIT 30834410570

AZ24SJ

Subtotal \$200.42
Tax \$0.00
Total Due \$200.42

0037888798070522C



cmstinvc_EN_US_3.0.4.py

ADD STAMP	Place Order	Page	Total
\$0.00	1	1 of 1	\$200.42

W. J. [Signature]



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037906288
PO Number : 99210PT724
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/02/2022 10:23 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
2011 Dodge/Ram Truck Dakota Big Horn 2WD						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 08/05/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part	Core	Core ID	Date	Core	
AUX14	DURALAST PLATINUM	0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINU	0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

[Signature]

AR CREDIT 30834410570 AD09AU \$145.34
Subtotal \$145.34
Tax \$0.00
Total Due \$145.34



0037906288080222C

AZ Savings	Place Count	Total
\$54.65	1	\$145.34

WATER



AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037894533
PO Number : 99210TK618
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 07/14/2022 08:51 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
AXA0B3	12	AUTOZONE AF FS AutoZone Full Strength Antifreeze/Coolant	26.86	8.99	0.00	107.88
SXA0B3		SKU-000000367				
		DEAL: Save on Antifreeze You saved \$53.28				
AXA0B3	6	AUTOZONE AF FS AutoZone Full Strength Antifreeze/Coolant	26.86	9.99	0.00	59.94
SXA0B3		SKU-000000367				
		DEAL: Save on Antifreeze You saved \$20.64				
STPHME10W301Q	48	STP 10W-30 STP High Mileage 10W-30 Motor Oil	11.74	4.09	0.00	196.32
		SKU-000811783				
		DEAL: Save On Oil You saved \$85.44				
AZP-10	36	AZ BRAKE PARTS CL Brake Cleaner SKU-000008130	7.42	2.99	0.00	107.64
SP-BPC-10		DEAL: Save on You saved \$25.92				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Spivey

AR CREDIT 30834410570	ACRM32	\$471.78	Subtotal	\$657.06
			Tax	\$0.00
			Total Due	\$471.78

0037894533071422C



cmstinvc_EN_US_3.0.4.py

AZC Savings	Place Count	Page	Total
\$0.00	102	1 of 1	\$471.78

WATER



AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037807196
PO Number : 99210PT631
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/03/2022 01:54 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	Unit	Cost	Core	Total	
2007 Ford Truck Ranger 2WD							
DLT-18	2	DURALAST AERO TR Duralast Wiper SKU-000280479		36.18	18.09	0.00	36.18

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$54.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Subtotal \$36.18
Tax \$0.00
Total Due \$36.18

AR CREDIT 30834410570

AWZ754

\$36.18

Part #	Qty	Description	Total

\$1.90

2

1 of 1

\$36.18

0037907106080322C



WATER



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037916224
PO Number : 9921OPT748
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/17/2022 10:12 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Description	List	Cost	Core	Total
2011 Ford Truck F-250 Super Duty XL 2WD					
85-DLG 1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG	Core deferred amount: \$22.00 Core Due Date: 08/20/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$66.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	ABSHC7	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			Total Due	\$145.34

0037916224081722G



Part #	Quantity	Page	Total
\$54.65	1	1 of 1	\$145.34

WATER



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037916278
PO Number : 99210TK738
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/17/2022 11:35 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
--------	-----	-------------	------	------	------	-------

No vehicle given for the following items

000999396	1	HAN 3002449 12R225 HANK00K AH37 AP HI Misc OSB SKU SKU-000999396	1,748.74	874.37	0.00	874.37
-----------	---	---	----------	--------	------	--------

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$66.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Spelias

AR CREDIT 30834410570	A1K3FC	\$874.37	Subtotal	\$874.37
			Tax	\$0.00
			Total Due	\$874.37

0037916278081722C



SAVINGS	COUNT	PAGE	Total
\$0.00	1	1 of 1	\$874.37

WATER



AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037917489
PO Number : 99210PT737
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/19/2022 09:38 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Comp	Total
2011 Ford Truck F-150 XL 2WD						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 08/22/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$88.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	A6WNTH	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			Total Due	\$145.34



0037917429081922C

AVZ5-51000	Part Count	Page	Total
\$54.65	1	1 of 1	\$145.34



WATER

AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 003791727
PO Number : 99210PT748
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 08/19/2022 02:28 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	0.00	22.00	22.00
65S-DLG						

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$44.00

MSDS can be ordered upon request

This signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Core Distenants

AR CREDIT 30834410570	A78F1S	\$22.00	Subtotal	\$22.00
			Tax	\$0.00
			Total Due	\$22.00

003791727081922C



cmstinvc_EN_US 3.0.4.py

AVC Savings	Place Count	Page	Total
\$0.00	1	1 of 1	\$22.00

WATER



Commercial Invoice

AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037920313
PO Number : 99210PT765
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 08/24/2022 01:18 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Cons	Total
2012 Ford Truck F-150 FX2 2WD						
DG1602	1	DURALAST GOLD PA Duralast Gold Brake Pads SKU-000511230	70.38	35.19	0.00	35.19

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AABEWE	\$35.19	Subtotal	\$35.19
			Tax	\$0.00
			Total Due	\$35.19



0037920313082422C

AZC Savings	Price Count	Page	Total
\$17.80	1	1 of 1	\$35.19



INVOICE

Invoice: 01-81720
Date: 8/2/2023

PO: 99230356
CustId: CITY3

1008 Old Highway 471 Brandon, MS 39042
601-824-0074 frederickssales.com



Cust Email: 960-1016 or 960-1019 main #
Phone: (601) 960-1038
Salesperson: Griffin F
User: David F

Bill To:
City of Jackson
City of Jackson
Finance Division
P.O. Box 17
Jackson, MS 39205-0017

Ship To:
City of Jackson

Equipment# TMR1137

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
511010601	PA	RED - PT104 plus 4" Tap Head	1.0000		\$44.99		\$44.99
Total:							\$44.99

Totals		Sub Total:	\$44.99
		Total Tax:	\$0.00
		Invoice Total:	\$44.99

Forms of Payment		Amount
Description	Customer Id: CITY3	\$44.99
Total Forms of Payment:		\$44.99

Balance Due On This Invoice: \$44.99

RECEIVED

AUG 3 1 2023

CITY OF JACKSON
FINANCE DIVISION

Signature: _____

SALES RELATED TO STORMS ARE FINAL, NO REFUNDS! Thank you for the purchase of a new piece of equipment from us. We appreciate your confidence in our organization and hope to be able to provide you with years of service. Please refer to your owner's manual for operating and safety instructions. If you have any questions feel free to give us a call.

Thank you for your business.

Frederick's

SALES & SERVICE

THE CHOICE IN OUTDOOR EQUIPMENT

SERVICE INVOICE

Invoice: 01-79953
Date: 7/14/2023

PO: 99230316
Custid: CITY3

1006 Old Highway 471 Brandon, MS 39042
601-824-0074 frederickssales.com



Cust Email: 960-1016 or 960-1019 main #
Phone: (601) 960-1038
Salesperson: Griffin F
User: Griffin F

Bill To:
City of Jackson
City of Jackson
Finance Division
P.O. Box 17
Jackson, MS 39205-0017

RECEIVED

Ship To:
City of Jackson

JUL 30 2023

CITY OF JACKSON

FINANCE DIVISION

Opened: 6/23/2023
Work Order No: 01-83411
Pickup Date:
Unit No: 68037
Unit Serial: 20222100149
Unit Desc: Redmax Trimmer
Unit Meter: D.0

Responsible Tech: Glenn M
My Ref: 83411
Delivery Date:
Unit Make:
Unit Model: BCZ3080TS
Unit Tag:

City of Jackson- BCZ3060-GF

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
Call		Call Steve Williams 601-960-1588 -get ready for use GM Serviced the engine. Greased. Put some line in the spool. Tested. JM called and left vm for Steve Williams					
	SL	Shop Labor-Customer	0.3600		\$85.00		\$30.60
9025	PA	ROT - FUEL FILTER REPLACES WALB	1.0000		\$5.19		\$5.19
10188	PA	ROT - SPARK PLUG NGK CMR7H	1.0000		\$5.25		\$5.25
587930701	PA	RED - Filter	1.0000		\$9.59		\$9.59
	SS	Enviro/Shop Supplies	1.0000		\$2.28		\$2.28
Segment Total:							\$52.91

Labor:	\$30.60
Parts:	\$20.03
	\$2.28

Totals							
					Sub Total:		\$52.91
					Total Tax:		\$0.00
					Invoice Total:		\$52.91

Forms of Payment		
Type	Description	Amount
Charge	Customer id: CITY3	\$52.91
Total Forms of Payment:		\$52.91

Balance Due On This Invoice: \$52.91

Signature:

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the unit as necessary for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the above unit to secure the amount of repair thereto. I understand that a charge will be levied for the estimate and/or teardown. The estimate and teardown charge will not guarantee the reassembly of the unit.

Thank you for your business.

Frederick's

SALES & SERVICE

The experts in outdoor equipment

SERVICE INVOICE

Invoice: 01-79954

PO: 99230316

Date: 7/14/2023

Custid: CITY3

706 Old Highway 471
801-824-0074

Brandon, MS 39042
frederickssales.com



Cust Email: 960-1016 or 960-1019 main #
Phone: (601) 960-1038
Salesperson: Griffin F
User: Griffin F

Bill To:
City of Jackson
City of Jackson
Finance Division
P.O. Box 17
Jackson, MS 39205-0017

Ship To:
City of Jackson

Opened: 6/23/2023
Work Order No: 01-83410
Pickup Date:
Unit No: 66036
Unit Serial: 2022100162
Unit Desc: Redmax Trimmer
Unit Meter: 0.0

Responsible Tech: Glenn M
My Ref: 83410
Delivery Date:
Unit Make:
Unit Model: BCZ3060TS
Unit Tag:

City of Jackson- BCZ3060-GF

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
Call		Call Steve Williams 601-960-1588 -get ready for use					
		GM Serviced. Greased. Replaced the bump head, it was warped and had a vibration. Tested. JM called and left vm for Steve williams					
	SL	Shop Labor-Customer	0.3600		\$85.00		\$30.60
9025	PA	ROT - FUEL FILTER REPLACES WALB	1.0000		\$5.19		\$5.19
10188	PA	ROT - SPARK PLUG NGK CMR7H	1.0000		\$5.25		\$5.25
511010601	PA	RED - PT104 plus 4" Tap Head	1.0000		\$44.99		\$44.99
	SS	Enviro/Shop Supplies	1.0000		\$3.87		\$3.87
Segment Total:							\$89.90

Labor:	\$30.60
Parts:	\$55.43
	\$3.87

Totals							
					Sub Total:		\$89.90
					Total Tax:		\$0.00
					Invoice Total:		\$89.90

Forms of Payment

Type	Description	Amount
Charge	Customer Id: CITY3	\$89.90
Total Forms of Payment:		\$89.90

Balance Due On This Invoice: \$89.90

Signature: *S. McCherty*

I authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the unit necessary for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the above unit to secure the amount of repairs the unit. I understand that a charge will be levied for the estimate and/or teardown. The estimate and teardown charge will not guarantee the reassembly of the unit.

Thank you for your business.

WARDEN HOO BLAS

PW/Engineering



Commercial Invoice

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037966783
PO Number : 9928PT720
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/01/2022 12:49 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	1	2181953 26570R16 Misc OSB SKU SKU-000999396	369.82	184.91	0.00	184.91

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

Part	Description	Invoice #	Core ID	Date	Core
H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-26	22.00

Outstanding Cores over 3 days: \$98.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

AF8XG4

\$184.91

Subtotal \$184.91
Tax \$0.00
Total Due \$184.91

0037966783110122C



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AZC Savings	Piece Count	Page	Total
\$0.00	1	1 of 1	\$184.91

Human & Cultural Services



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037919868
PO Number : 99210PC1763
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/23/2022 12:00 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	QTY	Description	List	Cost	Core	Total
2014 Nissan/Datsun Versa 1.6 SL						
DLF24N	1	DURALAST FLEX WI Duralast Flex 24" Wiper Blade SKU-000343561	37.03	18.52	0.00	18.52
DLF14	1	DURALAST FLEX WIP Duralast Flex 14" Wiper Blade	31.21	15.61	0.00	15.61
DLF14		SKU-000461145				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$66.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AX6NMB	\$34.13	Subtotal	\$34.13
			Tax	\$0.00
			Total Due	\$34.13



0037919868082322C

AZC Savings	More Count	1 of 1	Total
\$11.85	2	1 of 1	\$34.13

LANDFILL



Commercial Invoice

AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037967990
PO Number : 99231K779
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/03/2022 09:18 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	1	15W40 OIL 15W40 DELO Misc OSB SKU SKU-000999396	530.20	265.10	0.00	265.10

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

Part #	Description	Invoice #	Core ID	Date	Core
H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

ADZYNA

Subtotal	\$265.10
Tax	\$0.00
Total Due	\$265.10



0037967990110322C

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AZC Savings	Place Count	Page	Total
\$0.00	1	1 of 1	\$265.10

LANDFILL



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0165

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037956318
PO Number : 9923 SUV0050
Comm Specialist : JORDAN, WESLEY
Register Number : 35
Order Date : 10/06/2022 11:16 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
2010 Ford Truck Escape XLT 2WD						
DG1047	1	DURALAST GOLD PA Duralast Gold Brake Pads	69.98	34.99	0.00	34.99
DG1047		SKU-000649139				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$37.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AWJYR7	\$34.99	Subtotal	\$34.99
			Tax	\$0.00
			Total Due	\$34.99

0037950318100622C



AZC Savings	Price Count	Page	Total
\$21.50	1	1 of 1	\$34.99



AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Park maint
CITY OF JACKSON

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Invoice Number : 0037966641
PO Number : 9925TR264
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 11/01/2022 11:04 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	1	MST MAX49T ST20575R15 Misc OSB SKU SKU-000999396	263.78	131.89	0.00	131.89

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

Part #	Description	Part #	Case ID	Date	Core
H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	A08SN1	\$131.89	Subtotal	\$131.89
			Tax	\$0.00
			Total Due	\$131.89

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AZC Savings	Place Count	Page	Total
\$0.00	1	1 of 1	\$131.89



Park maint

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037954599
PO Number : 9923TR274
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/12/2022 02:20 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part Number	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	4	ST1947 ST22575R15 Misc OSB SKU SKU-000999396	219.38	109.69	0.00	438.76

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$102.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	APX05J	\$438.76	Subtotal	\$438.76
			Tax	\$0.00
			Total Due	\$438.76

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Part Number	Qty	Description	Total
			\$0.00
	4	1 of 1	\$438.76



Commercial Invoice

Park maint

AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037955867
PO Number : 9928TR303
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/14/2022 01:04 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Item	QTY	Description	Lin	Cost	Core	Total
No vehicle given for the following items						
000999396	4	ST1961 ST23580R16 Misc OSB SKU SKU-000999396		250.28	125.14	0.00 500.56

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$134.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

AXA5KM

Subtotal	\$500.56
Tax	\$0.00
Total Due	\$500.56

0037955867101422C



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AZC Savings	Free Count	Page	Total
\$0.00	4	1 of 1	\$500.56



Park maint

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037954582
PO Number : 9928STR269
Comm Specialist : COMMERCIAL SALES
CENTER
Register Number : 35
Order Date : 10/12/2022 01:58 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Unit	Core	Total
No vehicle given for the following items						
000999396	4	ST1947 ST2255R15 Misc OSB SKU SKU-000999396	219.38	109.69	0.00	438.76

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$102.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

A77DT4

Subtotal	\$438.76
Tax	\$0.00
Total Due	\$438.76

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MSGS	Count	Page	Total
\$0.00	4	1 of 1	\$438.76



Commercial Invoice

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Police

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037963850
PO Number : 9923 PC1639
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/27/2022 11:16 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	Unit	Cost	Core	Total
2010 Ford Mustang GT						
96R-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000219431		290.68	145.34	145.34
96RS-DLG		Core deferred amount: \$22.00 Core Due Date: 10/30/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$76.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZones Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

A9U2U7

\$145.34

Subtotal \$145.34
Tax \$0.00
Total Due \$145.34

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AZO Savings	Piece Count	Page	Total
\$64.65	1	1 of 1	\$145.34

Boia



Commercial Return

Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

DRIVER TO

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037945843
Original PO Number : 99210PC1874
Original Invoice Number : 0037945777
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 09/30/2022 09:48 AM

Part Number	Description	Qty	List	Cost	Cons	Total
No vehicle given for the following items						
UR DG1611A -1	DURALAST GOLD B Duralast Gold Brake Pads SKU-000198404		72.38	36.19	0.00	-36.19

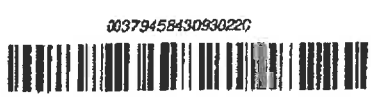
Core Bank

(Not reflected in invoice total)

Total Core Bank: \$40.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AS4Y3W	-	\$36.19	Total Due	-\$36.19
				Subtotal	-\$36.19
				Tax	\$0.00



00379458430930220

Page Count	Page	Total
1	1 of 1	-\$36.19



Police

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037979527
PO Number : 9923PC1896
Comm Specialist : COMMERCIAL SALES
CENTER
Register Number : 35
Order Date : 11/21/2022 02:14 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Description	List	Cost	Code	Total
2018 Ford Police Interceptor					
65-DLG	1 DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG	Core deferred amount: \$22.00 Core Due Date: 11/24/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic_ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$44.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AL3NGB	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			Total Due	\$145.34

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AZC Savings	AutoZone	Page	Total
\$64.65	1	1 of 1	\$145.34



Commercial Invoice

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Police

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Invoice Information

Invoice Number : 0037917731
PO Number : 99210 **PCI 876**
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 08/19/2022 02:29 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Item #	Description	Unit	Price	Qty	Total
No vehicle given for the following items					
H7-AGM 1	DURALAST PLATINU Duralast Platinum Battery SKU-000319458		360.98	0.00	22.00

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Subtotal \$22.00
Tax \$0.00
Total Due \$22.00

Core D Stewart

AR CREDIT 30834410570

AR7K0H

\$22.00

Auto Savings	Plus Cash	Rate	Total
\$0.00	1	1 of 1	\$22.00

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POLICE

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037976988
PO Number : 9923 **PC1587**
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/17/2022 12:11 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

QTY	Description	List	Core	Core	Total
2010 Dodge Avenger R/T					
26-DL 1	DURALAST Duralast Battery SKU-000249474	241.28	120.64	Deferred	120.64
Core deferred amount: \$22.00 Core Due Date: 11/20/2022					

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total) **Total Core Bank: \$22.00**

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

RANDY

AR CREDIT 30834410570	A678KX	\$120.64	Subtotal	\$120.64
			Tax	\$0.00
			Total Due	\$120.64



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AZO Savings	Part Count	Page	Total
\$59.35	1	1 of 1	\$120.64



POLICE

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
801.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037972548
PO Number : 9921PC1720
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 11/10/2022 08:34 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
2032BP-4	11	ENERGIZER 2032 BATTERY	23.50	11.75	0.00	129.25

Pay your bill online at AutoZonePro.com. If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$44.00

Part #	Core #	Part Description	Invoice #	Core #	Date	Core
65-DLG		DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	A6YW8F	\$129.25	Subtotal	\$129.25
			Tax	\$0.00
			Total Due	\$129.25



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AZO Savings	Piece Count	Page	Total
\$0.24	11	1 of 1	\$129.25



Commercial Invoice

POLICE

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037971846
PO Number : 9926PT822
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/09/2022 08:30 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part No	Qty	Description	List	Unit	Price	Total
2015 Ford Truck F-150 XL 2WD						
DG1602	1	DURALAST GOLD PA <i>Duralast Gold Brake Pads</i> SKU-000511230	70.38		35.19	35.19
DG1790	1	DURALAST GOLD PAD <i>Duralast Gold Brake Pads</i> SKU-000749796	69.98		34.99	34.99
DG1414	1	DURALAST GOLD PA <i>Duralast Gold Brake Pads</i> SKU-000964378	69.98		34.99	34.99

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

Part No	Description	Invoice #	Core ID	Date	Amount
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

ASZ

AR CREDIT 30834410570	A6D6SW	\$105.17	Subtotal	\$105.17
			Tax	\$0.00
			Total Due	\$105.17

0037971846110922C



cmstnvc_EN_US_3.0.4.py

AZC Savings	Piece Count	Page	Total
\$64.30	3	1 of 1	\$105.17



Commercial Invoice

AutoZone Store 37
401 W WIDROW WIL
JACKSON, MS 39213
601.353.0105

Police

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # 308344

Order Information

Invoice Number : 0037970846
PO Number : 9928PT735
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 11/07/2022 12:25 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Item	Qty	Description	List	Cost	Comp	Total
2011 Ford Truck Ranger XL 2WD						
TF213	1	TRANS FILTER KI Champ Transmission Filter SKU-000143883	28.48	14.24	0.00	14.24
TF213						
STPMERCV1QT	12	STP MERCON STP Mercon V Automatic Trans Fluid SKU-000811754	16.78	8.39	0.00	100.68

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

Part #	Part Name	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AEZX2F	\$114.92	Subtotal	\$114.92
			Tax	\$0.00
			Total Due	\$114.92

0037970846110722C



cmstnvc_EN_US_3.0.4.py

MAX Savings	Price Count	Page	Total
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\$7.85

13

1 of 1

\$114.92



POLICE

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037970910
PO Number : 9926PC1789
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/07/2022 01:46 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	12	8700 THROTTLE BODY CLEANER Misc OSB SKU SKU-000999396	20.36	10.18	0.00	122.16

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

Part	Description	Invoice #	Qty	Date	Core
\$5-DLE	DUPHALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randi Sam

AR CREDIT 30834410570

AH2YX8

\$122.16

Subtotal \$122.16
Tax \$0.00
Total Due \$122.16

0037970910110722C



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Save	Page Count	Page	Total
\$0.00	12	1 of 1	\$122.16



Power

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037970845
PO Number : 9923 SUV105
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 11/07/2022 12:25 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
SA10957	1	STP AIR FILTER STP Air Filter SKU-000254198	38.18	19.09	0.00	19.09
CAF1890P	1	STP CABIN AIR F STP Cabin Air Filter SKU-000700993	31.98	15.99	0.00	15.99

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

Part #	Description	Core #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA.	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in this AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	A3KUE6	\$35.08	Subtotal	\$35.08
			Tax	\$0.00
			Total Due	\$35.08

0037970845110722C



Amount	Pages	Page	Total
\$4.90	2	1 of 1	\$35.08



Polus

Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Return

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037966786
Original PO Number : 9923PC1879
Original Invoice Number : 0037966785
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 11/01/2022 01:05 PM

Part	Qty	Description	Unit	Cost	Core	Total
No vehicle given for the following items						
UR CA4895	-1	CONTROL ARM FRT Duralast Control Arm SKU-000697415		178.92	89.46	0.00 -89.46
UR CA5085	-1	CONTROL ARM FT LW Duralast Ball Joint SKU-000647246		134.00	67.00	0.00 -67.00

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

Part	Description	Invoice #	Core ID	Date	Core
H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963950	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

	Subtotal	-	\$156.46
	Tax		\$0.00
AR CREDIT 30834410570	AXK75G	-	\$156.46
	Total Due	-	\$156.46

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PCKW

Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Return

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037966784
Original PO Number : 9923PC1879
Original Invoice Number : 0037966640
Comm Specialist : STEWART,DESTINY
Register Number : 35
Order Date : 11/01/2022 12:57 PM

				Qty	Unit Price	Ext Price	Core	Total
No vehicle given for the following items								
UR	CA4706	-1	LAT ARM RR LH UP Duralast Control Arm		161.45	80.73	0.00	-80.73
			SKU-000479841					
UR	CA4706	-1	LAT ARM RR LH UP Duralast Control Arm		161.45	80.73	0.00	-80.73
			SKU-000479841					

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

Part #	Part Description	Core Order	Invoice #	Core ID	Date	Core
H8-DLG	DURALAST GOLD BA		0037963185	12344	2022-10-26	22.00
DL3622-16-10	DURALAST AL		0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA		0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA		0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

	Subtotal	-	\$161.46
	Tax		\$0.00
AR CREDIT 30834410570	A1F91M	-	\$161.46
	Total Due	-	\$161.46

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Page Count 2 of 2 Total

2 1 of 1 -\$161.46



Pouca

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037966785
PO Number : 9921PC1879
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 11/01/2022 01:02 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part Number	Description	Qty	Unit Price	Cost	Core	Total
2014 Dodge Charger SE						
CA5085 522-801	1 CONTROL ARM FT LW Duralast Ball Joint SKU-000847246	1	134.00	67.00	0.00	67.00
No vehicle given for the following items						
CA4895 522-805	1 CONTROL ARM FRT Duralast Control Arm SKU-000697415	1	178.92	89.46	0.00	89.46

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

Part Number	Description	Core ID	Date	Core
H8-DLG	DURALAST GOLD BA	0037963185	2022-10-26	22.00
DL3622-16-10	DURALAST AL	0037963471	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963850	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Subtotal \$156.46

Tax \$0.00

AR CREDIT 30834410570

AY3M8B

\$156.46 Total Due

\$156.46

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AZC Savings	Auto Club	Page	Total
\$127.52	2	1 of 1	\$156.46



Police

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037966640
PO Number : 9925PC1879
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/01/2022 11:03 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
CA4706	2	LAT ARM RR LH UP Duralast Control Arm SKU-000479841	161.45	80.73	0.00	161.46
522-749						

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

Part #	Core Over 3 Days	Invoice #	Core ID	Date	Core
H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

RANDY S

AR CREDIT 30834410570

A6JRF

\$161.46

Subtotal \$161.46
Tax \$0.00
Total Due \$161.46

0037966640110122C



\$24.26

2

1 of 1

\$161.46



POLICE

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037964576
PO Number : 99236C1789
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/28/2022 12:06 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Disc	Total
2014 Dodge Charger Pursuit						
CA12496	1	CON ARM W BJ FT Duralast Ball Joint SKU-000120955	234.22	117.11	0.00	117.11
521-007						
CA12495	1	CON ARM W BJ FT Duralast Control Arm SKU-000120956	234.22	117.11	0.00	117.11
521-008						
SA11257	1	STP AIR FILTER STP Air Filter SKU-000164217	39.98	19.99	0.00	19.99
SA11050						
DLA-21	1	DURALAST AERO BL Duralast Aero 21" Wiper Blade SKU-000361619	34.37	17.19	0.00	17.19
DLA-24	1	DURALAST AERO BL Duralast Aero 24" Wiper Blade SKU-000361621	34.37	17.19	0.00	17.19
DG1057	1	DURALAST GOLD PAD Duralast Gold Brake Pads SKU-000649147	69.98	34.99	0.00	34.99
DG1057						
DG1766	1	DURALAST GOLD BRA Duralast Gold Brake Pads SKU-000695192	90.38	45.19	0.00	45.19
3262	2	ENGINE MOUNT FRONT Duralast Motor Mount SKU-000695557	81.49	40.75	0.00	81.50
S11665XL	1	STP-XL OIL FILT STP Extended Life Oil Filter SKU-000835241	12.18	6.09	0.00	6.09
DG1767	1	DURALAST GOLD BR Duralast Gold Brake Pads SKU-000695193	112.38	56.19	0.00	56.19
AQA003	2	AUTOZONE DEXCOOL AutoZone DEX-COOL Antifreeze/Coolant	37.42	18.71	0.00	37.42
SDA0B3		SKU-000540719				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$98.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Subtotal \$549.97

Tax \$0.00

AR CREDIT 30834410570

ASYFG6

\$549.97

Total Due \$549.97

0037964576102822C



Save Savings Place Count Page Total

\$183.88

13

1 of 1

\$549.97

PO# 10

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105



Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037963793
PO Number : 9923PT811
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/27/2022 09:30 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
2015 Dodge/Ram Truck RAM 2500 Laramie 2WD						
305377	1	DURALAST IDLER/T Duralast Belt Tensioner SKU-000445428	115.72	57.86	0.00	57.86

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$54.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	A3MTPH	\$57.86	Subtotal	\$57.86
			Tax	\$0.00
			Total Due	\$57.86

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AZC Savings	Place Order	Total
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\$41.13 **1** | **1 of 1** **\$57.86**



Commercial Invoice

POLICE

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037963765
PO Number : 9923 SUV89
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/27/2022 08:19 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	4	BFGBFG88590 BFG ADVANTAGE TA 26560R17 Misc OSB SKU SKU-000999396	524.82	262.41	0.00	1,049.64

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$54.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

RANDY

AR CREDIT 30834410570

A1D0DF

\$1,049.64

Subtotal \$1,049.64
Tax \$0.00
Total Due \$1,049.64

0037963765102722C



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Auto Savings	Price Column	Page	Total
\$0.00	4	1 of 1	\$1,049.64



Police

Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Return

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037959905
Original PO Number : 9923PC1889
Original Invoice Number : 0037959850
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 10/20/2022 12:46 PM

QTY	Part #	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items							
UR	42278DL	-1	DL COATED ROTOR <i>Duralast Coated Rotor</i> SKU-000792321	215.98	107.99	0.00	-107.99
UR	42278DL	-1	DL COATED ROTOR <i>Duralast Coated Rotor</i> SKU-000792321	215.98	107.99	0.00	-107.99

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$187.00

Part #	Core/Order	Trans 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA		0037954360	12305	2022-10-12	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Subtotal	-	\$215.98
Tax		\$0.00
AR CREDIT 30834410570	AAN727	-\$215.98
Total Due		-\$215.98

Page Count	Page	Total
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2 1 of 1 -\$215.98

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POLICE

Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Return

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037960420
Original PO Number : 9926SUV67
Original Invoice Number : 0037959379
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 10/21/2022 10:55 AM

QTY	Part #	Description	List	Cost	Core	Total
No vehicle given for the following items						
UR	450K6	-1 V-RIBBED BELT D Duralast Serpentine Belt SKU-000242413	32.98	16.49	0.00	-16.49

Core Bank (Not reflected in invoice total) **Total Core Bank: \$187.00**

Part #	Description	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AM2XHL	-16.49	Subtotal	-\$16.49
			Tax	\$0.00
			Total Due	-\$16.49



1	1 of 1	Total	-\$16.49
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POLIAS

Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Return

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037959301
Original PO Number : 9923 **SUV173**
Original Invoice Number : 0037959273
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 10/19/2022 02:27 PM

QTY	Part #	Desc	Unit	List	Cost	Con	Total
No vehicle given for the following items							
UR	AUX12	-1 DURALAST PLATINUM Duralast Platinum Battery		190.36	95.18	0.00	-95.18
		SKU-000478444					

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$313.00

Part #	Description	Invoice #	Core ID	Date	Core
DLG599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00
13985	DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00
ETX14	12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00

Outstanding Cores over 3 days: \$112.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

	Subtotal	-	\$95.18
	Tax		\$0.00
AR CREDIT 30834410570	A98TTR	-	\$95.18
	Total Due	-	\$95.18

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Page Count	Page	Total
1	1 of 1	-\$95.18



POLICE

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037958547
PO Number : 9928T212
Comm Specialist : BRATTON JR, LC
Register Number : 35
Order Date : 10/18/2022 01:11 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	Unit	Cost	Core	Total
No vehicle given for the following items						
PS3025	2	PS DIESEL KLEEN Power Service Diesel Klean Cetane Boost		24.16	12.08	0.00
		SKU-000828045				24.16

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6458 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$269.00

Part #	Description	Invoice #	Core ID	Qty	Cost
DLG599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00
13985	DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00
H6-DLG	DURALAST GOLD BA	0037955051	12310	2022-10-13	22.00
ETX14	12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00
65-DLG	DURALAST GOLD BA	0037955984	12315	2022-10-14	22.00

Outstanding Cores over 3 days: \$156.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

A1H94B

Subtotal	\$24.16
Tax	\$0.00
Total Due	\$24.16



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AZO Savings	Price Count	Page	Total
\$1.41	2	1 of 1	\$24.16

POUW



Commercial Return

Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037956837
Original PO Number : 9923 **SUV0077**
Original Invoice Number : 0037956836
Comm Specialist : BRATTON JR, LC
Register Number : 35
Order Date : 10/15/2022 03:53 PM

QTY	Part #	Description	List	Cost	Core	Total
No vehicle given for the following items						
DR	H5-DLG	-1 DURALAST GOLD BA <i>Duralast Gold Battery</i> SKU-000832330	311.58	155.79	0.00	-155.79

Core Bank (Not reflected in Invoice total)

Total Core Bank: \$156.00

Part #	Core Clear Than 3 Days	Invoice #	Core ID	Date	Core
DLG599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00

Outstanding Cores over 3 days: \$40.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

	Subtotal	-	\$155.79
	Tax		\$0.00
AR CREDIT 30834410570	A1MBJ4	-\$155.79	Total Due - \$155.79

Page Count 1 of 1 Total

1 of 1 **-\$155.79**

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POLICE



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037956830
PO Number : 9923 **SUV0077**
Comm Specialist : BRATTON JR, LC
Register Number : 35
Order Date : 10/15/2022 03:50 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Item #	Description	List	Cost	Core	Total
No vehicle given for the following items					
H5-DLG 1	DURALAST GOLD BA Duralast Gold Battery SKU-000832330	311.58	155.79	Deferred	155.79
Core deferred amount: \$22.00 Core Due Date: 10/18/2022					

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$178.00

Core #	Core Description	Invoice #	Core ID	Date	Core
DLG599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00

Outstanding Cores over 3 days: \$40.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Le SUV0077

AR CREDIT 30834410570	AX44AA	\$155.79	Subtotal	\$155.79
			Tax	\$0.00
			Total Due	\$155.79

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AZC Savings	Place Count	Page	Total
\$54.20	1	1 of 1	\$155.79

Police



Commercial Return

Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037950612
Original PO Number : **SUV175**
Original Invoice Number : 0037950378
Comm Specialist : JORDAN, WESLEY
Register Number : 35
Order Date : 10/06/2022 05:08 PM

Part #	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
UR	AUX14	-1 DURALAST PLATINUM Duralast Platinum Battery SKU-000755654	199.98	99.99	0.00	-99.99

Core Bank (Not reflected in invoice total)

Total Core Bank: \$81.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

			Subtotal	-\$99.99
			Tax	\$0.00
AR CREDIT 30834410570	AWH7G7	-\$99.99	Total Due	-\$99.99



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Page	Count	Total
1 of 1	1	-\$99.99



POLICE

Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Return

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037951247
Original PO Number : 9920(SUV108)
Original Invoice Number : 0037951049
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 10/07/2022 02:53 PM

QTY	DESCRIPTION	UNIT	PRICE	TAX	TOTAL
No vehicle given for the following items					
UR	3440054 -1 GAS SHOCK R KYB Gas Shock SKU-000825597		168.71	84.35	0.00 -84.35
UR	3440054 -1 GAS SHOCK R KYB Gas Shock SKU-000825597		168.71	84.35	0.00 -84.35

Core Bank (Not reflected in invoice total)

Total Core Bank: \$81.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

	Subtotal	-	\$168.70
	Tax		\$0.00
AR CREDIT 30834410570	ABG71N	-\$168.70	Total Due -
			\$168.70

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Place Count 2 of 1 Total

2 of 1 - \$168.70

POLICE



Commercial Invoice

AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
801.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 8887950378
PO Number : SUV175
Comm Specialist : JORDAN, WESLEY
Register Number : 35
Order Date : 10/06/2022 12:45 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	Unit	Cost	Core	Total
2021 Dodge/Ram Truck Durango GT 2WD						
H6-AGM	1	DURALAST PLATINUM Duralast Platinum Battery SKU-000319460 Core deferred amount: \$22.00 Core Due Date: 10/09/2022		360.98	180.49	180.49
AUX14 LMX14	2	DURALAST PLATINUM Duralast Platinum Battery SKU-000755654 Core deferred amount: \$22.00 Core Due Date: 10/09/2022		199.98	99.99	199.98

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$103.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Subtotal	\$380.47
Tax	\$0.00
AR CREDIT 30834410570	
AW424A	\$380.47
Total Due	\$380.47

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AZC Savings	Piece Count	Page	Total
\$59.50	3	1 of 1	\$380.47



Commercial Invoice

AutoZone Store 37
401 W WIDROW WIL
JACKSON, MS 39213
601.353.0105

POLICE

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037949659
PO Number : 9923SUV118
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/05/2022 10:57 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part Number	QTY	Description	List	Cost	Core	Total
2018 Ford Truck Police Interceptor Utility						
000999396	1	DG1Z2200B BRAKE PADS Misc OSB SKU SKU-000999396	218.12	109.06	0.00	109.06
000999396	1	DG1Z2001F BRAKE PADS Misc OSB SKU SKU-000999396	297.58	148.79	0.00	148.79

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$15.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

ANS2H

\$257.85

Subtotal \$257.85
Tax \$0.00
Total Due \$257.85

0037949659100522C



AZC Savings	Place Count	Page	Total
\$0.00	2	1 of 1	\$257.85

POLICE



Commercial Return

Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037949319
Original PO Number : 99210SUV63
Original Invoice Number : 0037945886
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 10/04/2022 04:50 PM

QTY	Part #	City	Description	List	Cost	Core	Total
No vehicle given for the following items							
UR	14177N	-1	DLG NEW CV AXLE DuralastGld CV Axle SKU-000008036	311.98	155.99	0.00	-155.99

Core Bank (Not reflected in invoice total)

Total Core Bank: \$15.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AU279R	-\$155.99	Subtotal	-\$155.99
			Tax	\$0.00
			Total Due	-\$155.99

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Police

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037948926
PO Number : 9923PT822
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/04/2022 08:18 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
2015 Ford Truck F-150 XL 2WD						
DL3444S	1	DURALAST STARTER Duralast Starter SKU-000312726	242.98	121.49	Deferred	121.49
Core deferred amount: \$15.00 Core Due Date: 10/07/2022						

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$15.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Spens

AR CREDIT 30834410570	AKUDZ1	\$121.49	Subtotal	\$121.49
			Tax	\$0.00
			Total Due	\$121.49

0037948926100422C



AutoZone Savings	AutoZone Count	AutoZone Price	Total
\$98.50	1	1 of 1	\$121.49



POLICE

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037949058
PO Number : 992 PC1686
Comm Specialist : **COMMERCIAL SALES CENTER**
Register Number : 35
Order Date : 10/04/2022 11:28 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	2	MON5697 REAR SHOCK Misc OSB SKU SKU-000999396	247.94	123.97	0.00	247.94

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$15.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570 AKLPAB \$247.94

Subtotal \$247.94
Tax \$0.00
Total Due \$247.94

0037949058100422C



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AZG Savings	Piece Count	Page	Total
\$0.00	2	1 of 1	\$247.94

Police



Commercial Return

Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037949177
Original PO Number : 9923PC1686
Original Invoice Number : 0037949058
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 10/04/2022 02:22 PM

Item	Qty	Description	Unit	Cost	Qty	Total
No vehicle given for the following items						
UR	-1	COMM. ACCT OUTSIDE BUY Misc OSB SKU SKU-000999396		0.02	123.97	0.00 -123.97
UR	-1	COMM. ACCT OUTSIDE BUY Misc OSB SKU SKU-000999396		0.02	123.97	0.00 -123.97

Core Bank (Not reflected in invoice total)

Total Core Bank: \$15.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

	Subtotal	-	\$247.94
	Tax		\$0.00
AR CREDIT 30834410570	APC6DS	-	\$247.94
	Total Due	-	\$247.94

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Page Count Total

2 1 of 1 -\$247.94



POLICE

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037885413
PO Number : 99210 PC1387
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 06/30/2022 09:18 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Description	List	Cost	Core	Total
2007 Ford Crown Victoria					
65-DLG 1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG	Core deferred amount: \$22.00 Core Due Date: 07/03/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Michael Sorensen

AR CREDIT 30834410570 AY7DHJ \$145.34

Subtotal \$145.34
Tax \$0.00
Total Due \$145.34

0037885413063022C



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AVS Savings	Auto Count	Page	Total
\$54.65	1	1 of 1	\$145.34



Commercial Invoice

POLICE

AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037916195
PO Number : 99210PC1876
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/17/2022 09:37 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
2018 Ford Special Service Police						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 08/20/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$44.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

WBS

AR CREDIT 30834410570	AM4BS9	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			Total Due	\$145.34

0037916195081722C



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Auto Savings	Place Count	Total
\$54.65	1	1 of 1
		\$145.34



POLICE

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037906586
PO Number : 99210PC1790
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 08/02/2022 03:11 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
STPATF41QT	1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	8.99

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$76.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy S. S.

AR CREDIT 30834410570

A0SZGF

Subtotal	\$8.99
Tax	\$0.00
Total Due	\$8.99

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AZC Savings	Piece Count	Page	Total
\$0.00	1	1 of 1	\$8.99



POLICE

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037906562
PO Number : 99210 **SUV25**
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/02/2022 02:55 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part Number	Description	Qty	Unit Price	Total Price	Core Price	Core Amt
2003 Chevrolet Truck Blazer 2WD						
75-DLG	1 DURALAST GOLD BAT Duralast Gold Battery SKU-000232746	1	290.68	290.68	145.34	145.34
75S-DLG	Core deferred amount: \$22.00 Core Due Date: 08/05/2022					
DLA-20	2 DURALAST AERO BL Duralast Aero 20" Wiper Blade SKU-000361617	2	34.37	68.74	17.19	0.00

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$76.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Sperry

Subtotal \$179.72
Tax \$0.00
Total Due \$179.72

AR CREDIT 30834410570

A4GGH6

\$179.72

AutoZone Savings

Place Count

Page Count

Total

\$59.45

3

1 of 1

\$179.72

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POLICE

Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Return

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037906591
Original PO Number : 99210PC1889
Original Invoice Number : 0037894549
Comm Specialist : WOOTEN,SAMMIE
Register Number : 35
Order Date : 08/02/2022 02:03 PM

...CONTINUED FROM PAGE 1

QTY	Description	List	Cost	Core	Total
No vehicle given for the following items					
UR	STPATF41QT -1 STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT -1 STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT -1 STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT -1 STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99

Core Bank (Not reflected in invoice total)

Total Core Bank: \$98.00

Invoice #	Core ID	Date	Core
AUX14 DURALAST PLATINUM 0037904107	12162	2022-07-29	22.00
H6-AGM DURALAST PLATINU 0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Subtotal	-	\$206.77
Tax		\$0.00
AR CREDIT 30834410570	ALCKRT	-\$206.77
Total Due		-\$206.77

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Place Count	23	2 of 2	Total	-\$206.77
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POLICE



Commercial Return

Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037906517
Original PO Number : 9910025 PC1690
Original Invoice Number : 0037523999
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/02/2022 01:56 PM

QTY	Part #	Description	List	Cost	Core	Total
No vehicle given for the following items						
UR	STPATF41QT	-1 STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	6.99	0.00	-6.99

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
AUX14	DURALAST PLATINUM	0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINU	0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AC7LS4	-6.99	Subtotal	-6.99
			Tax	\$0.00
			Total Due	-6.99

0037906517080222C



cmstretn_EN_US_2.0.5.py

Page Count	Page	Total
1	1 of 1	-6.99



POLICE

Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Return

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037906515
Original PO Number : 99210PC1765
Original Invoice Number : 0037759855
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/02/2022 01:56 PM

QTY	Part #	DESCRIPTION	List	Cost	Core	Total
No vehicle given for the following items						
UR	STPATF41QT	-1 STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	7.49	0.00	-7.49

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

Part #	Core	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
AUX14	DURALAST PLATINUM		0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINU		0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	ASJF3H	-7.49	Subtotal	-\$7.49
			Tax	\$0.00
			Total Due	-\$7.49

0037906515080222C



cmstretn_EN_US_2.0.5.py

Page Count	Total
1 of 1	-\$7.49

POUCC



AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037906510
PO Number : 99210PC1889
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/02/2022 01:56 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
15A9FA 06810	24	CASTROL ATF 4 Castrol Transmax ATF+4 Automatic Trans Fluid SKU-000854272 DEAL: Save on ATF You saved \$148.80	22.98	5.29	0.00	126.96

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

Part	Core	Over 3 Days	Invoice #	Core ID	Date	Core
AUX14	DURALAST PLATINUM		0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINU		0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	A9XAZX	\$126.96	Subtotal	\$126.96
			Tax	\$0.00
			Total Due	\$126.96

0037906510080222C



SALES TAX	Place Count	Page	Total
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\$0.00	24	1 of 1	\$126.96
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POLICE

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order information

Invoice Number : 0037906462
PO Number : 99210PT807
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/02/2022 01:12 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Com	Total
2015 Chevrolet Truck Colorado 2WD						
7443	1	COMMRCIAL 10PK MINI Eiko 10 Pack Bulbs SKU-000312597	25.38	12.69	0.00	12.69

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

Part	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
AUX14	DURALAST PLATINUM	0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINU	0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

A1EBSR

\$12.69

Subtotal	\$12.69
Tax	\$0.00
Total Due	\$12.69

0037906462080222C



cmstinvc_EN_US_3.0.4.py

AZG Savings	Place Count	Page	Total
\$3.30	1	1 of 1	\$12.69

PULL



Commercial Invoice

AutoZone Store 37
401 W WDRW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037917613
PO Number : 99210PC1731
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/19/2022 12:43 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
2014 Dodge Charger SE						
SL80822	1	STABILIZER BAR Duralast Sway Bar Link SKU-000306615	69.48	34.74	0.00	34.74
SL80822						

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic_ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$66.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Subtotal \$34.74
Tax \$0.00
Total Due \$34.74

AR CREDIT 30834410570

AWPUMB

\$34.74

AutoZone Savings	Invoice Count	Page	Total
\$12.75	1	1 of 1	\$34.74

0037917613081922C



POLICE



Commercial Invoice

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037917612
PO Number : 99210PC1731
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/19/2022 12:38 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
2014 Dodge Charger SE						
LS53-91231B	2	LOADED STR Duralast Loaded Strut Assembly SKU-001001753	322.72	161.36	0.00	322.72

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6458 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$66.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

AAU0FP

\$322.72

Subtotal \$322.72
Tax \$0.00
Total Due \$322.72



0037917612081922C

AVZ Savings	Piece Count	Page	Total
\$25.63	2	1 of 1	\$322.72

POLICE



AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037917605
PO Number : **SUV63**
Comm Specialist : COMMERCIAL SALES
CENTER
Register Number : 35
Order Date : 08/19/2022 12:29 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part Number	Description	Unit	Price	Quantity	Total
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2014 Ford Truck Explorer 4WD					
Part Number	Description	Unit	Price	Quantity	Total
S10590	1 STP OIL FILTER STP Oil Filter SKU-000006190	1	6.39	3.20	3.20
VS50722	1 VALVE COVER GASK Mahle Valve Cover Gasket SKU-000937593	1	134.78	67.39	67.39

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$66.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Handwritten signature

Subtotal \$70.59
Tax \$0.00
Total Due \$70.59

AR CREDIT 30834410570

AXCTZF

\$70.59

Save	Help	Count	Total
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\$16.89

2

1 of 1

\$70.59

0037917605081922C



Police



Commercial Return

Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order information

Return Invoice Number : 0037945829
Original PO Number : **PC1874**
Original Invoice Number : 0037945764
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 09/30/2022 09:32 AM

Item	Qty	Unit Price	Ext Price	Core	Total
No vehicle given for the following items					
UR DG1508 -1 DURALAST GOLD BR Duralast Gold Brake Pads SKU-000272746	-1	69.98	34.99	0.00	-34.99

Core Bank (Not reflected in invoice total)

Total Core Bank: \$40.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	A41HT7	-34.99	Subtotal	-34.99
			Tax	\$0.00
			Total Due	-34.99

003794582903022C



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Page Count	1 of 1	Total	-34.99
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POBILE



Commercial Return

Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037945482
Original PO Number : 99210PC1813
Original Invoice Number : 0037945267
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 09/29/2022 03:42 PM

QTY	Part Number	Description	List	Cost	Core	Total
No vehicle given for the following items						
UR	CA5085	-1 CONTROL ARM FT LW Duralast Ball Joint SKU-000847246	134.00	67.00	0.00	-67.00

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$40.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Subtotal	-	\$67.00
Tax	-	\$0.00
AR CREDIT 30834410570	AU46LB	-
		\$67.00
Total Due		-\$67.00

0037945432082922C



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1	1 of 1	Total
		-\$67.00

PULL



Commercial Return

Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order information

Return Invoice Number : 0037945431
Original PO Number : 99210PC1813
Original Invoice Number : 0037945406
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 09/29/2022 03:42 PM

QTY	Part #	Description	List	Cost	Core	Total
No vehicle given for the following items						
UR	CA5086	-1 CONTROL ARM FT LW Duralast Ball Joint SKU-000847204	134.00	67.00	0.00	-67.00
UR	CA5086	-1 CONTROL ARM FT LW Duralast Ball Joint SKU-000847204	134.00	67.00	0.00	-67.00

Core Bank (Not reflected in invoice total)

Total Core Bank: \$40.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AR69CT	-\$134.00	Subtotal	-\$134.00
			Tax	\$0.00
			Total Due	-\$134.00

0037945431092922C



cmstretn_EN_US_2.0.5.py

Place Order	Page	Total
2	1 of 1	-\$134.00



Commercial Return

Store 37
401 W WIDROW WIL
JACKSON, MS 39213
601.353.0105

Auto

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037945492
Original PO Number : 9920PC1813
Original Invoice Number : 0037945352
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 09/29/2022 03:38 PM

MSD	ITEM	QTY	DESCRIPTION	Unit	Cost	Core	Total
No vehicle given for the following items							
UR	CA5085	-1	CONTROL ARM FT LW Duralast Ball Joint SKU-000847246		134.00	67.00	0.00 -67.00

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$84.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

	Subtotal	-	\$67.00
	Tax		\$0.00
AR CREDIT 30834410570	AR8980	-	\$67.00
	Total Due		-\$67.00

0037945422082922C



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Page Count	Page	Total
1	1 of 1	-\$67.00

Pluses



AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037945352
PO Number : 99210PC1813
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 09/29/2022 02:30 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	Unit	Cost	Price	Tax	Total
2015 Dodge Charger SE							
CA5085 522-801	1	CONTROL ARM FT LW Duralast Ball Joint SKU-000847246		134.00	67.00	0.00	67.00

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$40.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

ASNEZL

\$67.00

Subtotal	\$67.00
Tax	\$0.00
Total Due	\$67.00

0037945352092922C



cmstinvc_EN_US_3.0.4.py

AZC Savings	Price Count	1 of 1	Total
\$69.99	1	1 of 1	\$67.00



Commercial Invoice

AutoZone Store 37
401 W WDRW WIL
JACKSON, MS 39213
601.353.0105

1846

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037945351
PO Number : 99218PC1562
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 09/29/2022 02:28 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Description	List	Cost	Core	Total
2010 Ford Crown Victoria Police Intercep					
C1417-8	1 DURALAST IGN CO <i>Duralast Ignition Coil Multipack</i> SKU-000761089	360.58	180.29	0.00	180.29
SA5056B	1 STP AIR FILTER <i>STP Air Filter</i> SKU-000904263	17.98	8.99	0.00	8.99
000999396	1 FF33595 FUEL FILTER <i>Misc OSB SKU</i> SKU-000999396	58.28	29.14	0.00	29.14
SP-405-X	8 MOTORCRAFT FIN <i>Motorcraft Platinum Spark Plug</i> SKU-000010298	10.98	5.49	0.00	43.92

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$40.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

A5SX1G

Subtotal	\$262.34
Tax	\$0.00
Total Due	\$262.34

0037945351092922C



Auto Savings	Place Count	Total
\$183.70	11	1 of 1
		\$262.34



Commercial Return

Police

Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037945249
Original PO Number : 99210PC1813
Original Invoice Number : 0037945267
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 09/29/2022 02:23 PM

QTY	Part #	Description	List	Cost	Core	Total
No vehicle given for the following items						
UR	CA5086	-1 CONTROL ARM FT LW Duralast Ball Joint SKU-000847204	134.00	67.00	0.00	-67.00

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$40.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

	Subtotal	-	\$67.00
	Tax	\$	0.00
AR CREDIT 30834410570	A1LBHR	-	\$67.00
	Total Due	-	\$67.00

0037945349092922C



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Page Count	1 of 1	Total	-	\$67.00
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TRAFFIC ENG.



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037976399
PO Number : 9921PT796
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/16/2022 12:43 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
2014 Dodge/Ram Truck RAM 1500 Special Service 4WD						
53005DL	1	DL ROTOR Duralast Brake Rotor SKU-000523173	162.98	53.65	0.00	53.65
53005		DEAL: DLG/DL Truck You saved \$27.84				
53005DL	1	DL ROTOR Duralast Brake Rotor SKU-000523173	162.98	53.66	0.00	53.66
53005		DEAL: DLG/DL Truck You saved \$27.83				
2014 Dodge/Ram Truck RAM 1500 SLT 2WD						
DG967	1	DURALAST GOLD PAD Duralast Gold Brake Pads	69.98	32.68	0.00	32.68
DG967		SKU-000600628				
		DEAL: DLG/DL Truck You saved \$2.31				
DG1084	1	DURALAST GOLD PAD Duralast Gold Brake Pads	69.98	34.99	0.00	34.99
DG1084		SKU-000759117				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

Part #	Core ID	Invoice #	Core #	Core
65-DLG	DURALAST GOLD BA	0037972516	12378	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AX6641	\$174.98	Subtotal	\$174.98
			Tax	\$0.00
			Total Due	\$174.98

0037976399111622C



\$22.00

4

1 of 1

\$174.98

TRAFFIC EXCLUDING



AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037971942
PO Number : 9923TK714
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 11/08/2022 10:40 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 11/11/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total) **Total Core Bank: \$44.00**

Part #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037964396	12350
			2022-10-28
			22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Michael C. [Signature]

AR CREDIT 30834410570	ATFE54	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			Total Due	\$145.34



AZC Savings	Place Count	Page	Total
\$64.65	1	1 of 1	\$145.34



Traffic Engineer

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037971512
PO Number : 9923 TK715
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/08/2022 01:58 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
STPHME10W3010 36		STP 10W-30 STP High Mileage 10W-30 Motor Oil SKU-000811783 DEAL: Save on Oil You saved \$49.68	11.74	4.49	0.00	161.64

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.orderfng@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

Part #	Qty	Description	Invoice #	Core ID	Date	Cost
65-DLG		DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Handwritten signature

Subtotal \$161.64
Tax \$0.00
Total Due \$161.64

AR CREDIT 30834410570

A3D021

\$161.64

0037971512110822C



Make Savings	Place Count	Page	Total
\$0.00	36	1 of 1	\$161.64



T. RAYNE ENG.

AutoZone Store 37
401 W WIDROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037962156
PO Number : 9923F10
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 10/24/2022 11:05 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
35-EFB	1	BATTERY Duralast Platinum Enhanced Flood Battery SKU-001070490	361.98	180.99	Deferred	180.99
Core deferred amount: \$22.00 Core Due Date: 10/27/2022						

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$66.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

WSP/1

AR CREDIT 30834410570	AENM5Y	\$180.99	Subtotal	\$180.99
			Tax	\$0.00
			Total Due	\$180.99

0037962156102422C



AZC Savings	Plan Count	Page	Total
\$49.00	1	1 of 1	\$180.99

DEVINEY EQUIPMENT

P.O. Box 7179
Jackson, MS 39282
Phone (601)373-9531
Fax (601)373-9447

Visit us at:
www.devineyequipment.com

SOLD TO
J00220 CITY OF JACKSON
FINANCE DEPT
P O BOX 17
JACKSON, MS 39205

SHIP TO
RO 85608 TC-0071

Wafar

KB KX080-4 SN: 45100
Sold By: SHOP PO # 99230198 Date 11/21/22 CUST WORKORDER #056614
Ship By: Tax #

Tax	D	Qty	Description	Price	Amount
COMMENT					
WONT CRANK					
SERVICED					
REPAIRED BUCKET CYLINDER					
REPLACED BATTERY					
SUBLET LABOR					
N		1	BUCKET CYL ROD	1500.00	1500.00
PARTS TO SHOP					
N		1	KB 77700-00453 BATTERY, GR 120-G	172.47	172.47
N		1	KB HH1C0-32130 CARTRIDGE FRONT-5C	20.43	20.43
N		1	KB HHV00-51920 FILTER (FUE FRONT-4B	69.65	69.65
N		1	KB 1K947-43172 FILTER, CAR FRONT-8B	47.92	47.92
N		1	KB RD451-51940 ASSY ELEMEN FRONT-4A	18.46	18.46
N		1	KB RD809-62240 CARTRIDGE FRONT-6C	120.46	120.46
N		1	KB RD839-62130 FILTER, ASSY 98-TOP	255.66	255.66
N		1	KB R1411-64930 ELEMENT FRONT-7B	77.18	77.18
N		1	KB 3A111-19130 FILTER, INNE FRONT-5B	18.66	18.66
N		1	KB 59800-26110 FILTER, OUIE FRONT-5B	27.74	27.74
N		1	KB T0270-67060 FILTER 72-I	100.14	100.14
N		2	KB 70000-10000 OIL, QUART 81-FLOOR	6.48	12.96
N		2	KB 70000-10602 2.5 GAL A/W OIL	56.05	112.10
N		1	MS SUPER SMART GREAS 93-D	15.65	15.65
N		1	MS 765-1314 CLEANER 93-E	9.45	9.45
N		1	KB RD809-62130 ASSY FILTER FRONT-6T	200.22	200.22
N		1	KB RD809-67680 TUBE, GREAS	24.81	24.81
N		1	KB 68721-67390 CONNECTOR	23.25	23.25
N		1	KB 68721-67480 CONNECTOR	13.10	13.10
N		2	KB 70000-10605 OIL, 5 GAL OIL	97.67	195.34
** TOTAL PARTS TO SHOP					1535.65
SHOP SUPPLIES					
N			SHOP SUPPLIES		30.00
CUSTOMER LABOR					
** TOTAL CUSTOMER LABOR					1560.00
FREIGHT & HDLS					
N			FREIGHT CHARGE		65.00

** SUBTOTAL 4690.65

X Charge Sale

Phone: (601) 360-1038 PAY THIS AMOUNT \$4690.65



PW water maint

AutoZone Store 37
401 W WDRW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037950844
PO Number : 9921TK782
Comm Specialist : COMMERCIAL SALES
CENTER
Register Number : 35
Order Date : 10/07/2022 08:39 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
DEF002	10	DIESEL EXHUAUST FL BlueDEF Diesel Exhaust Fluid SKU-000248484	40.90	28.45	0.00	204.50

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$81.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

AM60U1

\$204.50

Subtotal \$204.50
Tax \$0.00
Total Due \$204.50

0037950844100722C



cmstinvc_EN_US_3.0.4.py

AZC Savings	Place Count	Page	Total
\$1.54	10	1 of 1	\$204.50

WINTER



Commercial Return

Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone (601) 960-1029
Customer # 308344

Order Information

Return Invoice Number : 0037977076
Original PO Number : 9923PT624
Original Invoice Number : 0037976901
Comm Specialist : STEWART,DESTINY
Register Number : 35
Order Date : 11/17/2022 01:09 PM

QTY	UNIT	DESCRIPTION	LIST	COST	COMP	PRICE
No vehicle given for the following items						
UR	80499	-1 PS RETURN HOSE AS <i>Duralast Return Hose Assembly</i> SKU-000302357	30.57	15.29	0.00	-15.29

Core Bank (Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

	Subtotal	-	\$15.29
	Tax		\$0.00
AR CREDIT 30834410570	AEHSXS	-\$15.29	Total Due -
			\$15.29

Place Count	Page	Total
1	1 of 1	-\$15.29

0037977070111722C



WATER



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037976412
PO Number : 9925TK737
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/16/2022 12:48 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	4	78VD002 11R22516 Misc OSB SKU SKU-000999396	883.74	441.87	0.00	1,767.48

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total) **Total Core Bank: \$22.00**

Part	Description	SKU	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037972516	12378	2022-11-10	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

RANDY [Signature]

AR CREDIT 30834410570 AGUBR \$1,767.48
Subtotal \$1,767.48
Tax \$0.00
Total Due \$1,767.48



0037976412111622C

AZC Savings	Place Count	Page	Total
\$0.00	4	1 of 1	\$1,767.48

Water



AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037976808
PO Number : 9923TK702
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/17/2022 08:22 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Deal	Cost	Total
2008 Ford Truck F250 Super Duty P/U 2WD						
5902	1	LOCKING FUEL CAP Duralast Locking Fuel Cap SKU-000867126	38.17	19.09	0.00	19.09

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AGRSC6	\$19.09	Subtotal	\$19.09
			Tax	\$0.00
			Total Due	\$19.09



0037976808111722C

AZC Savings	Place Count	Page	Total
\$6.90	1	1 of 1	\$19.09



W. J. S. R.

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order information

Invoice Number : 0037976901
PO Number : 9921PT624
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/17/2022 10:32 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part#	Qty	Description	List	Cost	Core	Total
2007 Ford Truck F150 1/2 ton P/U 2WD						
80499	1	PS RETURN HOSE AS <i>Duralast Return Hose Assembly</i> SKU-000302357	30.57	15.29	0.00	15.29

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

RANDY

AR CREDIT 30834410570

AH3NKE

\$15.29

Subtotal \$15.29
Tax \$0.00
Total Due \$15.29

0037976901111722C



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AZC Savings	Piece Count	Page	Total
\$2.20	1	1 of 1	\$15.29

WATER



Commercial Invoice

AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037972516
PO Number : 9926PT724
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/16/2022 12:46 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	4	90000061208 26565R17 Misc OSB SKU SKU-000999396	511.28	255.64	0.00	1,022.56

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

Part	Qty	Description	Invoice #	Core ID	Date	Core
65-DLG		DURALAST GOLD BA	0037972516	12378	2022-11-10	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Smith

AR CREDIT 30834410570

A5ZFPR

\$1,022.56

Subtotal \$1,022.56
Tax \$0.00
Total Due \$1,022.56

0037976404111622C



AZC Savings	Price Count	Total
\$0.00	4	1 of 1
		\$1,022.56

WATER



AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037967988
PO Number : 9923PT782
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/03/2022 09:16 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	1	2181953 26570R16 Misc OSB SKU SKU-000999396	370.24	185.12	0.00	185.12

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

Part #	Description	AVG	Core ID	Date	Core
H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

AZAUML

Subtotal \$185.12
Tax \$0.00
Total Due \$185.12

0037967988110322C



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AZC Savings	Place Count	Page	Total
\$0.00	1	1 of 1	\$185.12

WATER



Commercial Invoice

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037966651
PO Number : 9925PT774
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/01/2022 11:07 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Corp	Total
No vehicle given for the following items						
000999396	2	90000008298 LT26570R17 Misc OSB SKU SKU-000999396	522.40	261.20	0.00	522.40

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total) **Total Core Bank: \$98.00**

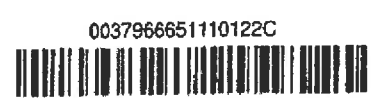
Part #	Description	Invoice #	Core ID	Date	Core
HB-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy

AR CREDIT 30834410570	AGGBCM	\$522.40	Subtotal	\$522.40
			Tax	\$0.00
			Total Due	\$522.40



0037966651110122C

AutoZone Savings	Place Order	Page	Total
\$0.00	2	1 of 1	\$522.40



WATER

AutoZone Store 37
401 W WIDROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037964512
PO Number : 992TK737
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/28/2022 10:51 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	2	AME AMD9025 31580R225 Misc OSB SKU SKU-000999396	1,373.06	686.53	0.00	1,373.06

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Ken

AR CREDIT 30834410570

AW1HR6

Subtotal	\$1,373.06
Tax	\$0.00
Total Due	\$1,373.06

0037964512102822C



Part	Qty	Description	List	Cost	Core	Total	
			\$0.00		2	1 of 1	\$1,373.06

WATER



AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037964396
PO Number : 9921PT624
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/28/2022 08:19 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

QTY	UNIT	DESCRIPTION	LIST	COST	CORE	TOTAL
2007 Ford Truck F150 1/2 ton P/U 2WD						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 10/31/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Subtotal \$145.34
Tax \$0.00
Total Due \$145.34

AR CREDIT 30834410570

AUT213

\$145.34

Auto Savings	Place Count	Total
--------------	-------------	-------

\$64.65

1

1 of 1

\$145.34

0037964396102822C



WATSA



Commercial Invoice

AutoZone Store 37
401 W WDRW WIL
JACKSON, MS 39213
801.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037963471
PO Number : 9923PT632
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/26/2022 03:07 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Cons	Total
2007 Ford Truck F150 1/2 ton P/U 2WD						
305263	1	DURALAST IDLER/T Dayco Belt Tensioner SKU-000428859	66.59	33.29	0.00	33.29
231130	1	DURALAST PULLEY Duralast Idler Pulley SKU-000445419	56.23	28.12	0.00	28.12
DL3622-16-10	1	DURALAST AL Duralast Alternator SKU-000607414	278.98	139.49	Deferred	139.49
Core deferred amount: \$32.00 Core Due Date: 10/29/2022						

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$54.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AU9H6C	\$200.90	Subtotal	\$200.90
			Tax	\$0.00
			Total Due	\$200.90

0037963471102622C



cmstinvc_EN_US_3.0.4.py

Auto Savings	Piece Count	Page	Total
\$138.07	3	1 of 1	\$200.90



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

WATER

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037963208
PO Number : 9924PT632
Comm Specialist : COMMERCIAL SALES
CENTER
Register Number : 35
Order Date : 10/26/2022 09:54 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part Number	Qty	Description	Unit Price	Cost	Disc	Total
2007 Ford Truck F150 1/2 ton P/U 2WD						
4061030	1	CONTINENTAL SER <i>Continental Serpentine Belt</i> SKU-000190745	69.87	34.93	0.00	34.93
MCK1065	1	COOLING SYSTEM K <i>Duralast Cooling System Kit</i> SKU-000102387	480.68	240.34	0.00	240.34

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Subtotal \$275.27

Tax \$0.00

AR CREDIT 30834410570 AS2WTS \$275.27 **Total Due \$275.27**

Rope

0037963208102622C



\$114.21

2

1 of 1

\$275.27

WATER



Commercial Return

Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order information

Return Invoice Number : 0037956040
Original PO Number : **PC961**
Original Invoice Number : 0037955738
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 10/14/2022 03:54 PM

	Description	List	Cost	Comp	Total
No vehicle given for the following items					
UR	EGR267 -1 EGR VALVE <i>Duralast EGR Valve</i> SKU-000202991	94.01	47.00	0.00	-47.00

Core Bank (Not reflected in invoice total)

Total Core Bank: \$156.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

	Subtotal	-	\$47.00
	Tax		\$0.00
AR CREDIT 30834410570	A8DRBF	-	\$47.00
	Total Due		-\$47.00

0037956040101422C



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Place Count	Page	Total
1	1 of 1	-\$47.00



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

WATER

Deliver To:

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 8687955738
PO Number : PC961
Comm Specialist : COMMERCIAL SALES
CENTER
Register Number : 35
Order Date : 10/14/2022 11:35 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
1999 Ford Taurus						
SU2108	1	DPFE/EGR VLV PRES Duralast EGR Valve Pressure Sensor SKU-000195712	125.78	62.89	0.00	62.89
EGR267	1	EGR VALVE Duralast EGR Valve SKU-000202991	94.01	47.00	0.00	47.00

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in Invoice total)

Total Core Bank: \$134.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Alas

Subtotal \$109.89

Tax \$0.00

AR CREDIT 30834410570

A2JHGX

\$109.89

Total Due \$109.89

0037955738101422C



ARC Savings	Receipt Count	Page	Total
\$41.59	2	1 of 1	\$109.89

WATER



AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037884813
PO Number : 9926PT694
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/12/2022 02:24 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	2	90000008313 LT24575R17 Misc OSB SKU SKU-000999396	488.72	244.36	0.00	488.72

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$102.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

ADBWXR

Subtotal	\$488.72
Tax	\$0.00
Total Due	\$488.72

0037954613101222C



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AZO Savings	Place Count	Total
\$0.00	2	1 of 1
		\$488.72

WATER



Commercial Return

Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # 308344

Order Information

Return Invoice Number : 0037952945
Original PO Number : 9923PT634
Original Invoice Number : 0037952935
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 10/10/2022 09:22 AM

Part	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
UR	58-DLG	-1 DURALAST GOLD BA Duralast Gold Battery SKU-000232743	290.68	145.34	0.00	-145.34

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$103.00

Part	Description	Invoice #	Core ID	Date	Core
DL3444S	DURALAST STARTER	0037948926	12287	2022-10-04	15.00
24F-DLG	DURALAST GOLD BA	0037950304	12291	2022-10-06	22.00
AUX14	DURALAST PLATINUM	0037950378	12293	2022-10-06	22.00
H6-AGM	DURALAST PLATINUM	0037950378	12292	2022-10-06	22.00

Outstanding Cores over 3 days: \$81.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	A1JE5C	-\$145.34	Subtotal	-\$145.34
			Tax	\$0.00
			Total Due	-\$145.34

Place Count	Quantity	Total
1	1 of 1	-\$145.34

0037952945101022C





WATER

AutoZone Store 37
401 W WIDROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order information

Invoice Number : 0037950304
PO Number : 9923PT679
Comm Specialist : JORDAN, WESLEY
Register Number : 35
Order Date : 10/06/2022 10:40 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Core	Core	Total
2009 Nissan/Datsun Truck Titan 2WD						
24F-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000832327	290.68	145.34	Deferred	145.34
24FS-DLG		Core deferred amount: \$22.00 Core Due Date: 10/09/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.orderlog@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$37.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	ATG0Z8	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			Total Due	\$145.34

0037950304100622C



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AYC Savings	Plan	Comp	Total
\$64.65	1	1 of 1	\$145.34



WATER

AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037885067
PO Number : 99210TR164
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 06/29/2022 01:28 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part No	Qty	Description	List	Cost	Disc	Total
No vehicle given for the following items						
000999396	4	SUM5533466 21575R17 Misc OSB SKU SKU-000999396	845.80	422.90	0.00	1,691.60

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$66.00

Part No	Qty	Description	Invoice #	Core ID	Date	Core
35-DLG		DURALAST GOLD BAT	0037881917	12107	2022-06-24	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Sperry

AR CREDIT 30834410570

AF8P9U

\$1,691.60

Subtotal \$1,691.60
Tax \$0.00
Total Due \$1,691.60



0037885067062922C

\$0.00

4

1 of 1

\$1,691.60

WATER



Commercial Invoice

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037885744
PO Number : 99210F12
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 06/30/2022 02:54 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	2	991302 195L24 Misc OSB SKU SKU-000999396	1,401.00	700.50	0.00	1,401.00

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Spence

AR CREDIT 30834410570

AJDSTT

\$1,401.00

Subtotal \$1,401.00
Tax \$0.00
Total Due \$1,401.00

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TAXES	QUANTITY	PAGE	Total
\$0.00	2	1 of 1	\$1,401.00



WATER

AutoZone Store 37
401 W W D R O W W I L
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # 308344

Order Information

Invoice Number : 0037888798
PO Number : 99216PT687
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 07/05/2022 09:31 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	1	MXSTP00319100 23570R17 Misc OSB SKU SKU-000999396	400.84	200.42	0.00	200.42

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Sawyer

AR CREDIT 30834410570

AZ24SJ

\$200.42

Subtotal	\$200.42
Tax	\$0.00
Total Due	\$200.42



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AZC Savings	Price Count	Page	Total
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\$0.00

1

1 of 1

\$200.42

WATER



AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037906288
PO Number : 99210PT724
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/02/2022 10:23 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

QTY	UNIT	Description	Unit	Cost	Core	Total
2011 Dodge/Ram Truck Dakota Big Horn 2WD						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 08/05/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Part Name	Invoice #	Core ID	Date	Core
AUX14	DURALAST PLATINUM	0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINU	0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy

AR CREDIT 30834410570 AD09AU \$145.34
Subtotal \$145.34
Tax \$0.00
Total Due \$145.34



0037906288080222C

ABC Savings	Place Colln	Page	Total
\$54.65	1	1 of 1	\$145.34

WATER



AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037894533
PO Number : 99210TK618
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 07/14/2022 08:51 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
AXA0B3	12	AUTOZONE AF FS AutoZone Full Strength Antifreeze/Coolant	26.86	8.99	0.00	107.88
SXA0B3		SKU-000000367 DEAL: Save on Antifreeze You saved \$53.28				
AXA0B3	6	AUTOZONE AF FS AutoZone Full Strength Antifreeze/Coolant	26.86	9.99	0.00	59.94
SXA0B3		SKU-000000367 DEAL: Save on Antifreeze You saved \$20.64				
STPHME10W301Q	48	STP 10W-30 STP High Mileage 10W-30 Motor Oil	11.74	4.09	0.00	196.32
		SKU-000811783 DEAL: Save On Oil You saved \$85.44				
AZP-10	36	AZ BRAKE PARTS CL Brake Cleaner SKU-000008130	7.42	2.99	0.00	107.64
SP-BPC-10		DEAL: Save on You saved \$25.92				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Sparto

AR CREDIT 30834410570	ACRM32	\$471.78	Subtotal	\$657.06
			Tax	\$0.00
			Total Due	\$471.78

0037894533071422C



AZC Savings	Piece Count	Page	Total
\$0.00	102	1 of 1	\$471.78

WATER



AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order information

Invoice Number : 0037907406
PO Number : 9921OPT631
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/03/2022 01:54 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

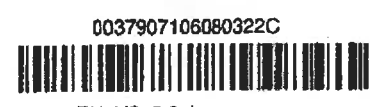
Part #	QTY	Description	Unit	Cost	Core	Total
2007 Ford Truck Ranger 2WD						
DLT-18	2	DURALAST AERO TR Duralast Wiper SKU-000280479		36.18	18.09	0.00
						36.18

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total) **Total Core Bank: \$54.00**

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AWZ754	\$36.18	Subtotal	\$36.18
			Tax	\$0.00
			Total Due	\$36.18



0037907106080322C

AZC Savings	Piece Count	Part	Total
\$1.90	2	1 of 1	\$36.18

WATER



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037916224
PO Number : 9921PT748
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/17/2022 10:12 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
2011 Ford Truck F-250 Super Duty XL 2WD						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 08/20/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$66.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	ASSHC7	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			Total Due	\$145.34

0037916224081722C



AZC Savings	Place Count	Page	Total
\$54.65	1	1 of 1	\$145.34

WATER



Commercial Invoice

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037916278
PO Number : 99210TK738
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/17/2022 11:35 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	1	HAN 3002449 12R225 HANK00K AH37 AP HI Misc OSB SKU SKU-000999396	1,748.74	874.37	0.00	874.37

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$66.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Spivey

AR CREDIT 30834410570

A1K3FC

\$874.37

Subtotal \$874.37
Tax \$0.00
Total Due \$874.37

0037916278081722C



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Save	Piece Count	Total
\$0.00	1	\$874.37

1 of 1

WATER



Commercial Invoice

AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037917422
PO Number : 99210RT737
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/19/2022 09:38 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
2011 Ford Truck F-150 XL 2WD						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 08/22/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$88.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Victor M. Pickard

AR CREDIT 30834410570	A6WNTH	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			Total Due	\$145.34

0037917429081922C



cmstinvc_EN_US_3.0.4.py

AZC Savings	Place Count	Page	Total
\$54.65	1	1 of 1	\$145.34

WATER



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order information

Invoice Number : 0037917727
PO Number : 99210PT748
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 08/19/2022 02:28 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
85-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	0.00	22.00	22.00
65S-DLG						

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$44.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Core Discrepancy

AR CREDIT 30834410570	A78F1S	\$22.00	Subtotal	\$22.00
			Tax	\$0.00
			Total Due	\$22.00

0037917727081922C



cmstinvc_EN_US 3.0.4.py

Auto Savings	Price Count	Page	Total
\$0.00	1	1 of 1	\$22.00

WATER



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037920313
PO Number : 99210PT765
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 08/24/2022 01:18 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
2012 Ford Truck F-150 FX2 2WD						
DG1602	1	DURALAST GOLD PA Duralast Gold Brake Pads SKU-000511230	70.38	35.19	0.00	35.19

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

			Subtotal	\$35.19
			Tax	\$0.00
AR CREDIT 30834410570	AA8EWE	\$35.19	Total Due	\$35.19

0037920313082422C



Quantity	Price	Part #	Total
1	\$17.80	1 of 1	\$35.19



MID-SOUTH

Machinery, Inc.

Jackson, MS 39204

(601) 948-6740 • Fax: (601) 353-8311

(Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MAIL REMITTANCE TO:

P.O. Box 6076

Jackson, MS 39288

Sewer

Account#	Order #	Br	Sls
21595M	201252	001	12

R E N T A L I N V O I C E

Date	Invoice #	Page
07/18/22	00119867	1

Sold To: 000
 CITY OF JACKSON
 P O BOX 17
 JACKSON MS 39205

Ship To: # 16
 CITY OF JACKSON
 P O BOX 17
 SANITARY SEWER DIVISON

JACKSON MS 39205
 Ship Via 03191624

Entered By 439mark	Customer Purchase Order 22001148-00	Customer Contact DANIEL THOMAS	Ord Date 04-23-21
Model	Serial Number	Equip ID	Customer Job # Customer Phone # 601-960-1168

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
-----	------	-----------------	-------------	------------	----	----------

!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

1		Id# 03191624	FROM: 06/17/22 THRU: 07/14/22	28	Days	
		Model-210X4EX	Serial#-210Q7NKHEX1624			
		48" BUCKET, AUX HYDRAULICS				4,950.00
			Sub Total			4,950.00
		NT	Sales Tax Number -			0.00

Customer Signature

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE
 NO PARTS RETURNS ON ELECTRICAL &
 SPECIAL ORDER PARTS

Total Invoice Due By: 4,950.00



MID-SOUTH Machinery, Inc.

Jackson, MS 39204
(601) 948-6740 • Fax: (601) 353-8311

(Out-of-State WATS) 1-800-634-1305 • 1-800-898-0045 (MS WATS)

MAIL REMITTANCE ID

P.O. Box 6076
Jackson, MS 39288

Account#	Order #	Br	Sls
21595M	201252	001	12

R E N T A L I N V O I C E

Date	Invoice #	Page
08/18/22	00119891	1

Sold To: 000
CITY OF JACKSON
P O BOX 17

JACKSON MS 39205

Ship To: # 17
CITY OF JACKSON
P O BOX 17
SANITARY SEWER DIVISON

JACKSON MS 39205
Ship Via 03191624

Entered By 439mark	Customer Purchase Order 22001148-00	Customer Contact DANIEL THOMAS	Ord Date 04-23-21
Model	Serial Number	Equip ID	Customer Job # Customer Phone # 601-960-1168

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
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!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

1		Id# 03191624	FROM: 07/15/22 THRU: 08/11/22	28	Days	
		Model-210X4EX	Serial#-210Q7NKHEX1624			
		48" BUCKET, AUX HYDRAULICS				4,950.00
		Sub Total				4,950.00

NT Sales Tax Number - 0.00

Customer Signature

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE
NO PARTS RETURNS ON ELECTRICAL &
SPECIAL ORDER PARTS

Total Invoice
Due By: 4,950.00



MID-SOUTH

Machinery, Inc.

Jackson, MS 39204
(601) 948-6740 • Fax: (601) 353-8311

(Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MAIL REMITTANCE TO

P.O. Box 6076
Jackson, MS 39288

Account#	Order #	Brn	Slr
21595M	201252	001	12

R E N T A L I N V O I C E

Date	Invoice #	Page
09/08/22	00119911	1

Sold To: 000
CITY OF JACKSON
P O BOX 17

JACKSON MS 39205

Ship To: # 16
CITY OF JACKSON
P O BOX 17
SANITARY SEWER DIVISON

JACKSON MS 39205
Ship Via 03191624

Entered By 439mark	Customer Purchase Order 22001148-00	Customer Contact DANIEL THOMAS	Ord Date 04-23-21
Model	Serial Number	Equip ID	Customer Job # Customer Phone # 601-960-1168

Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended
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!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

1			Id# 03191624	FROM: 08/12/22 THRU: 09/08/22	28	Days	
			Model-210X4EX	Serial#-210Q7NKHEX1624			
			48" BUCKET, AUX HYDRAULICS				4,950.00
			Sub Total				4,950.00

NT Sales Tax Number - 0.00

Customer Signature

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE
NO PARTS RETURNS ON ELECTRICAL &
SPECIAL ORDER PARTS

Total Invoice Due By: 4,950.00



MID-SOUTH

Machinery, Inc.

Jackson, MS 39204
(601) 948-6740 • Fax: (601) 353-8311

(Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MAIL REMITTANCE TO

P.O. Box 6076
Jackson, MS 39288

Account#	Order #	Brc	Sls
21595M	201252	001	12

R E N T A L I N V O I C E

Date	Invoice #	Page
03/05/22	00119549	1

Sold To: 000
CITY OF JACKSON
P O BOX 17
JACKSON MS 39205

Ship To: # 10
CITY OF JACKSON
P O BOX 17
SANITARY SEWER DIVISON

JACKSON MS 39205
Ship Via 03191624

Entered By 439mark	Customer Purchase Order	Customer Contact DANIEL THOMAS	Ord Date 04-23-21
Model	Serial Number	Equip ID	Customer Job # Customer Phone # 601-960-1168

Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended
-----	------	-----	-------------	-------------	------------	----	----------

!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

1			Id# 03191624	FROM: 12/31/21 THRU: 01/27/22	28	Days	
			Model-210X4EX	Serial#-210Q7NKHEX1624			
			48" BUCKET, AUX HYDRAULICS				4,950.00
			Sub Total				4,950.00

NT Sales Tax Number - 0.00

Customer Signature

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE
NO PARTS RETURNS ON ELECTRICAL &
SPECIAL ORDER PARTS

Total Invoice Due By: 4,950.00



MID-SOUTH

Machinery, Inc.

Jackson, MS 39204
(601) 948-6740 • Fax: (601) 353-8311
(Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MAIL REMITTANCE TO:
P.O. Box 6076
Jackson, MS 39288

Account#	Order #	Br	Sls
21595M	201252	001	12

R E N T A L I N V O I C E

Date	Invoice #	Page
03/25/22	00119667	1

Sold To: 000
CITY OF JACKSON
P O BOX 17

JACKSON MS 39205

Ship To: # 11
CITY OF JACKSON
P O BOX 17
SANITARY SEWER DIVISION

JACKSON MS 39205
Ship Via 03191624

Entered By 439mark	Customer Purchase Order 22001148-00	Customer Contact DANIEL THOMAS	Ord Date 04-23-21
Model	Serial Number	Equip ID	Customer Job # Customer Phone # 601-960-1168

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
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!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

1		Id# 03191624	FROM: 01/28/22 THRU: 02/24/22	28	Days	
		Model-210X4EX	Serial#-210Q7NKH6X1624			
		48" BUCKET, AUX HYDRAULICS				4,950.00
		Sub Total				4,950.00

NT Sales Tax Number - 0.00

Customer Signature:

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE
NO PARTS RETURNS ON ELECTRICAL &
SPECIAL ORDER PARTS

Total Invoice Due By: 4,950.00



MID-SOUTH Machinery, Inc.

Jackson, MS 39204
(601) 948-6740 • Fax: (601) 353-8311
(Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MAIL REMITTANCE TO
P.O. Box 6076
Jackson, MS 39288

Account#	Order #	Brc	Slr
21595M	201252	001	12

R E N T A L I N V O I C E

Date	Invoice #	Page
04/20/22	00119715	1

Sold To: 000
CITY OF JACKSON
P O BOX 17

JACKSON MS 39205

Ship To: # 12
CITY OF JACKSON
P O BOX 17
SANITARY SEWER DIVISON

JACKSON MS 39205
Ship Via 03191624

Entered By 439mark	Customer Purchase Order 22001148-00	Customer Contact DANIEL THOMAS	Ord Date 04-23-21
Model	Serial Number	Equip ID	Customer Job # Customer Phone # 601-960-1168

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
-----	------	-----------------	-------------	------------	----	----------

!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

1		Id# 03191624	FROM: 02/25/22 THRU: 03/24/22	28	Days	
		Model-210X4EX	Serial#-210Q7NKHEX1624			
		48" BUCKET, AUX HYDRAULICS				4,950.00
		Sub Total				4,950.00

NT Sales Tax Number - 0.00

Customer Signature

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE
NO PARTS RETURNS ON ELECTRICAL &
SPECIAL ORDER PARTS

Total Invoice Due By: 4,950.00



MID-SOUTH

Machinery, Inc.

Jackson, MS 39204
(601) 948-6740 • Fax: (601) 353-8311

(Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MAIL REMITTANCE JOB

P.O. Box 6076
Jackson, MS 39288

Account#	Order #	Brn	Sls
21595M	201252	001	12

R E N T A L I N V O I C E

Date	Invoice #	Page
05/10/22	00119738	1

Sold To: 000
CITY OF JACKSON
P O BOX 17

JACKSON MS 39205

Ship To: # 13
CITY OF JACKSON
P O BOX 17
SANITARY SEWER DIVISON

JACKSON MS 39205
Ship Via 03191624

Entered By 439mark	Customer Purchase Order 22001148-00	Customer Contact DANIEL THOMAS	Ord Date 04-23-21
Model	Serial Number	Equip ID	Customer Job # Customer Phone # 601-960-1168

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
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!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

1		Id# 03191624	FROM: 03/25/22 THRU: 04/21/22	28	Days	
		Model-210X4EX	Serial#-210Q7NKHEX1624			
		48" BUCKET, AUX HYDRAULICS				4,950.00
		Sub Total				4,950.00

NT Sales Tax Number - 0.00

Customer Signature

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE
NO PARTS RETURNS ON ELECTRICAL &
SPECIAL ORDER PARTS

Total Invoice Due By: 4,950.00

M MID-SOUTH Machinery, Inc.

Jackson, MS 39204
 (601) 948-6740 • Fax: (601) 353-8311
 (Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MAIL REMITTANCE TO:
 P.O. Box 6076
 Jackson, MS 39288

Account#	Order #	Brc	Sls
21595M	201252	001	12

R E N T A L I N V O I C E

Date	Invoice #	Page
06/06/22	00119763	1

Sold To: 000
 CITY OF JACKSON
 P O BOX 17
 JACKSON MS 39205

Ship To: # 14
 CITY OF JACKSON
 P O BOX 17
 SANITARY SEWER DIVISON

JACKSON MS 39205
 Ship Via 03191624

Entered By 439mark	Customer Purchase Order 22001148-00	Customer Contact DANIEL THOMAS	Ord Date 04-23-21
Model	Serial Number	Equip ID	Customer Job # Customer Phone # 601-960-1168

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
-----	------	-----------------	-------------	------------	----	----------

!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

1		Id# 03191624 Model-210X4EX 48" BUCKET, AUX HYDRAULICS	FROM: 04/22/22 THRU: 05/19/22 Serial#-210Q7NKHEX1624	28 Days		4,950.00
		Sub Total				4,950.00

NT Sales Tax Number - 0.00

Customer Signature

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE
 NO PARTS RETURNS ON ELECTRICAL &
 SPECIAL ORDER PARTS

Total Invoice Due By: 4,950.00



MID-SOUTH Machinery, Inc.

Jackson, MS 39204
 (601) 948-6740 • Fax: (601) 353-8311
 (Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MAIL REMITTANCE TO
 P.O. Box 6076
 Jackson, MS 39288

Account#	Order #	Brc	Sls
21595M	201252	001	12

R E N T A L I N V O I C E

Date	Invoice #	Page
06/27/22	00119803	1

Sold To: 000
 CITY OF JACKSON
 P O BOX 17
 JACKSON MS 39205

Ship To: # 15
 CITY OF JACKSON
 P O BOX 17
 SANITARY SEWER DIVISON
 JACKSON MS 39205
 Ship Via 03191624

Entered By 439mark	Customer Purchase Order 22001148-00	Customer Contact DANIEL THOMAS	Ord Date 04-23-21
Model	Serial Number	Equip ID	Customer Job # Customer Phone # 601-960-1168

Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended
-----	------	-----	-------------	-------------	------------	----	----------

!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

1			Id# 03191624	FROM: 05/20/22	THRU: 06/16/22	28	Days	
			Model-210X4EX	Serial#-210Q7NKHEX1624				
			48" BUCKET, AUX HYDRAULICS				4,950.00	
			Sub Total				4,950.00	

NT Sales Tax Number - 0.00

Customer Signature

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE
 NO PARTS RETURNS ON ELECTRICAL &
 SPECIAL ORDER PARTS

Total Invoice
 Due By: 4,950.00

FIRE



Commercial Invoice

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037969341
PO Number : 9923TK758
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 11/04/2022 04:22 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Cors	Total
--------	-----	-------------	------	------	------	-------

No vehicle given for the following items

000999396	6	AME AMD2041 LT24575R17 Misc OSB SKU	463.60	231.80	0.00	1,390.80
-----------	---	-------------------------------------	--------	--------	------	----------

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

Part #	Core	Order	From 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00		

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AX2X3G	\$1,390.80	Subtotal	\$1,390.80
			Tax	\$0.00
			Total Due	\$1,390.80



0037969341110422C

SAVINGS	Place Count	Page	Total
---------	-------------	------	-------

\$0.00 6 1 of 1 \$1,390.80

FIRE



AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037959000
PO Number : 9925TK762
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/19/2022 09:27 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Cons	Total
No vehicle given for the following items						
000999396	2	SG204060 LIFT SUPPORT Misc OSB SKU SKU-000999396	99.50	49.75	0.00	99.50

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$225.00

Part #	Core #	Core Description	Invoice #	Core ID	Date	Cost
DLG599S		DURALAST GOLD S	0037953651	12304	2022-10-11	40.00
65-DLG		DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00
13985		DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00
ETX14		12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00

Outstanding Cores over 3 days: \$112.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

A8H0EK

Subtotal	\$99.50
Tax	\$0.00
Total Due	\$99.50

0037959000101922C



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AZC Savings	Plan Count	Page	Total
\$0.00	2	1 of 1	\$99.50



FTS

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037959001
PO Number : 9923TK762
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/19/2022 09:28 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
2012 Ford Truck F-350 Super Duty XL 2WD						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 10/22/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$247.00

Part #	Description	Invoice #	Core ID	DN#	Core
DLG599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00
13985	DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00
ETX14	12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00

Outstanding Cores over 3 days: \$112.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

AG162T

Subtotal \$145.34
Tax \$0.00
Total Due \$145.34

0037959001101922C



AXZ Savings	Place Count	Page	Total
\$64.65	1	1 of 1	\$145.34

FILE



AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037956548
PO Number : 992TK762
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/18/2022 01:19 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
2012 Ford Truck E-350 Super Duty						
DLT-20	2	DURALAST AERO TR Duralast Wiper Blade SKU-000280487	39.98	19.99	0.00	39.98

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$269.00

Part #	Description	Invoice #	Core ID	Date	Cost
DLG599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00
13985	DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00
H6-DLG	DURALAST GOLD BA	0037955051	12310	2022-10-13	22.00
ETX14	12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00
65-DLG	DURALAST GOLD BA	0037955984	12315	2022-10-14	22.00

Outstanding Cores over 3 days: \$156.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	A4AUF0	399.98	Subtotal	\$39.98
			Tax	\$0.00
			Total Due	\$39.98



0037958548101822C

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AVG Savings	Place Count	Total
\$0.00	2	1 of 1
		\$39.98



HTS

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037958300
PO Number : 9925TK760
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/18/2022 09:28 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

PART	QTY	Description	List	Cost	Core	Total
2012 Ford Truck F-350 Super Duty XL 2WD						
DG1333	1	DURALAST GOLD PAD <i>Duralast Gold Brake Pads</i> SKU-000237426 DEAL: DLG/DL EXC You saved \$1.92	72.38	34.27	0.00	34.27
DG1334	1	DURALAST GOLD PAD <i>Duralast Gold Brake Pads</i> SKU-000237427	69.98	34.99	0.00	34.99
18-B5023 99-17936L	1	BRACKETED CALI <i>Duralast Reman Bracketed Caliper</i> SKU-000564790 Core deferred amount: \$55.00 Core Due Date: 10/21/2022	139.85	69.93	Deferred	69.93
75027DL	2	DURALAST COATED <i>Duralast Coated Rotor</i> SKU-000792849 DEAL: DLG/DL EXC You saved \$46.10	443.98	198.94	0.00	397.88

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$269.00

Part #	Core Older Than 3 Days	Part #	Core ID	Date	Core
DLG599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00
13985	DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00
H6-DLG	DURALAST GOLD BA	0037955051	12310	2022-10-13	22.00
ETX14	12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00
65-DLG	DURALAST GOLD BA	0037955984	12315	2022-10-14	22.00

Outstanding Cores over 3 days: \$156.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Subtotal \$537.07

Tax \$0.00

AR CREDIT 30834410570

ANEYBJ

\$537.07 Total Due

\$537.07

0037958300101822C



AZC Savings	Price Count	Page	Total
\$44.56	5	1 of 1	\$537.07



FILED

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037958308
PO Number : 9923TK760
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/18/2022 09:37 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	U-List	Cost	Core	Total
2012 Ford Truck F-350 Super Duty XL 2WD						
DG1333	1	DURALAST GOLD PAD <i>Duralast Gold Brake Pads</i> SKU-000237426 DEAL: DLG/DL EXC You saved \$1.50	72.38	34.69	0.00	34.69
42259	2	DURALAST BRAKE RO <i>Duralast Brake Rotor</i> SKU-000914209 DEAL: DLG/DL EXC You saved \$36.12	339.98	151.93	0.00	303.86

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$269.00

Part #	Core Older Than 3 Days	Core #	Core ID	Date	Core
DLG599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00
13985	DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00
H6-DLG	DURALAST GOLD BA	0037955051	12310	2022-10-13	22.00
ETX14	12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00
65-DLG	DURALAST GOLD BA	0037955984	12315	2022-10-14	22.00

Outstanding Cores over 3 days: \$156.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

AF1HFW

\$338.55

Subtotal \$338.55
Tax \$0.00
Total Due \$338.55

0037958308101822C



cmstinvc_EN_US_3.0.4.py

AZC Savings	Place Count	Page	Total
\$0.00	3	1 of 1	\$338.55



Commercial Return

FILE

Store 37
401 W WDROW WIL
JACKSON, MS 39213
801.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037958314
Original PO Number : 9925TK760
Original Invoice Number : 0037958300
Comm Specialist : STEWART,DESTINY
Register Number : 35
Order Date : 10/18/2022 09:39 AM

QTY	Part #	Description	Unit	Cost	Core	Total
No vehicle given for the following items						
UR	DG1333	-1 DURALAST GOLD PAD <i>Duralast Gold Brake Pads</i> SKU-000237426		72.38	34.27	0.00 -34.27
UR	75027DL	-1 DURALAST COATED <i>Duralast Coated Rotor</i> SKU-000792849		443.98	198.94	0.00 -198.94
UR	75027DL	-1 DURALAST COATED <i>Duralast Coated Rotor</i> SKU-000792849		443.98	198.94	0.00 -198.94

Core Bank

(Not reflected in Invoice total)

Total Core Bank: \$269.00

Part #	Description	Invoice #	Core ID	Date	Core
DLG599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00
13985	DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00
H6-DLG	DURALAST GOLD BA	0037955051	12310	2022-10-13	22.00
ETX14	12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00
65-DLG	DURALAST GOLD BA	0037955984	12315	2022-10-14	22.00

Outstanding Cores over 3 days: \$156.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Subtotal	-	\$432.15
Tax		\$0.00
AR CREDIT 30834410570	A3ZA10	-
		\$432.15
Total Due		-\$432.15

Place Count	Page	Total
3	1 of 1	-\$432.15



0037958314101822C



File

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037957906
PO Number : 9929TK760
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/17/2022 02:47 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Cost	Total
2012 Ford Truck F-350 Super Duty KingRanch 2WD						
710584	1	DL WHEEL SEAL Bearings & Seals Wheel Seal - Front SKU-000247519	15.18	7.59	0.00	7.59

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$214.00

Part #	Description	Part #	QTY	Core ID	Core	Core
DLG599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00	
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00	
13985	DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00	
H6-DLG	DURALAST GOLD BA	0037955051	12310	2022-10-13	22.00	
ETX14	12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00	

Outstanding Cores over 3 days: \$134.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

ARR7W4

Subtotal \$7.59
Tax \$0.00
Total Due \$7.59



0037957906101722C

AZC Savings	Piece Count	Qty	Total
\$0.40	1	1 of 1	\$7.59



IS

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037885655
PO Number : 99210 PC1522
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 06/30/2022 01:24 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Item	Qty	Unit	Cost	Core	Total
No vehicle given for the following items					
000999396 4 2183043 22560R16 Misc OSB SKU SKU-000999396			247.82	123.91	0.00 495.64

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Ramona Spence

AR CREDIT 30834410570

ACF820

\$495.64

Subtotal	\$495.64
Tax	\$0.00
Total Due	\$495.64

0037885655063022C



Item	Qty	Unit	Cost	Core	Total
	\$0.00	4	1 of 1	\$495.64	



IS

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037885655
PO Number : 99210PC1522
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 06/30/2022 01:24 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	4	2183043 22560R16 Misc OSB SKU SKU-000999396	247.82	123.91	0.00	495.64

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Ramsey Spence

AR CREDIT 30834410570	ACF820	\$495.64	Subtotal	\$495.64
			Tax	\$0.00
			Total Due	\$495.64

0037885655063022C



cmstinvc_EN_US_3.0.4.py

Auto Savings	Place Count	Page	Total
\$0.00	4	1 of 1	\$495.64



Commercial Invoice

PARKS & REC

AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037963767
PO Number : 9925PT785
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/27/2022 08:25 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
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No vehicle given for the following items

000999396	2	90000008299 LT24570R17 Misc OSB SKU SKU-000999396	498.60	249.30	0.00	498.60
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Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$54.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy S. [Signature]

AR CREDIT 30834410570

A3FYSG

\$498.60

Subtotal \$498.60

Tax \$0.00

Total Due \$498.60

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AutoZone Savings	Price Count	Page	Total
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\$0.00

2

1 of 1

\$498.60



PARKS & REC

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037963273
PO Number : 9926PT785
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/26/2022 11:47 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Cons	Total
2013 Dodge/Ram Truck RAM 2500 SLT 2WD						
MCK1067	1	COOLING SYSTEM K Duralast Cooling System Kit SKU-000102697	269.78	134.89	0.00	134.89
41680	1	ENGINE THERMOSTAT Duralast Thermostat SKU-000358560	35.13	17.56	0.00	17.56

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

A6BDME

\$152.45

Subtotal \$152.45
Tax \$0.00
Total Due \$152.45

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Amount	Page Count	Page	Total
\$37.53	2	1 of 1	\$152.45



AR 308344

Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Return

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037963412
Original PO Number : 9928PT785
Original Invoice Number : 0037963195
Comm Specialist : MOORE, AARON
Register Number : 35
Order Date : 10/26/2022 01:54 PM

Item	Description	List	Cost	Cons	Total
No vehicle given for the following items					
UR	231133 -1 DURALAST PULLEY Dayco Idler Pulley/Tensioner SKU-000445424	42.98	21.49	0.00	-21.49

Core Bank (Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in
the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

	Subtotal	-\$21.49
	Tax	\$0.00
AR CREDIT 30834410570	A3WC36	-\$21.49
	Total Due	-\$21.49

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Page Count	Page	Total
1	1 of 1	-\$21.49



PARKS & DEC

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037959691
PO Number : 9924PT786
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/20/2022 09:12 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Description	Unit	Cost	Comm	Total
2013 Chevrolet Truck Silverado 2500HD LT 2WD					
E71990	1 MOLDED COOLANT H Dayco Radiator Hose SKU-000113994	44.33	22.16	0.00	22.16
L-62261					

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$187.00

Part #	Description	Invoice #	Core ID	Date	Cost
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	ABR55R	\$22.16	Subtotal	\$22.16
			Tax	\$0.00
			Total Due	\$22.16



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AZC Savings	Place Count	Page	Total
\$14.83	1	1 of 1	\$22.16

PARKS / REC



Commercial Return

Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Return Invoice Number : 0037959766
Original PO Number : 9921PT786
Original Invoice Number : 0037959691
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 10/20/2022 10:40 AM

Part #	Description	Qty	Unit Price	Total Price	Tax	Total
No vehicle given for the following items						
UR E71990	MOLDED COOLANT H Dayco Radiator Hose	-1	44.33	22.16	0.00	-22.16
	SKU-000113994					

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$187.00

Part #	Core ID	Invoice #	Core ID	Due	Core
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	ARDCW7	-\$22.16	Subtotal	-\$22.16
			Tax	\$0.00
			Total Due	-\$22.16

Page Count	Total
1 of 1	-\$22.16

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PARKS & REC



AutoZone Store 37
401 W WIDROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037954618
PO Number : 9923PT607
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/12/2022 02:27 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

QTY	UNIT	DESCRIPTION	LIST	COST	CORE	TOTAL
No vehicle given for the following items						
000999396	2	90000008299 LT24570R17 Misc OSB SKU SKU-000999396	496.28	248.14	0.00	496.28

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in Invoice total)

Total Core Bank: \$102.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AW48CF	\$496.28	Subtotal	\$496.28
			Tax	\$0.00
			Total Due	\$496.28

0037954618101222C



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AZC Savings	Piece Count	Page	Total
\$0.00	2	1 of 1	\$496.28

PARK & REC



Commercial Invoice

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037953983
PO Number : 9923TK771
Comm Specialist : BRATTON JR,LC
Register Number : 35
Order Date : 10/11/2022 03:12 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Quantity	Unit	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	8	AME AMD9310 11R225 AMERICUS CS DRIVE Misc OSB SKU SKU-000999396	1,103.96	551.98	0.00	4,415.84

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in Invoice total)

Total Core Bank: \$40.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AY832S	\$4,415.84	Subtotal	\$4,415.84
			Tax	\$0.00
			Total Due	\$4,415.84

0037953983101122C



Auto Savings	Page Count	Page	Total
\$0.00	8	1 of 1	\$4,415.84



PARKS REC

AutoZone Store 37
401 W WDRW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # 308344

Order Information

Invoice Number : 0037904107
PO Number : 9921 TR218
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/02/2022 01:09 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	4	ST1970 ST23585R16 Misc OSB SKU SKU-000999396	281.84	140.92	0.00	563.68

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

Part #	Description	Invoice #	Core ID	Qty	Core
AUX14	DURALAST PLATINUM	0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINU	0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Spens

AR CREDIT 30834410570	AT47DZ	\$563.68	Subtotal	\$563.68
			Tax	\$0.00
			Total Due	\$563.68

0037906461080222C



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AutoZone Savings	Finance Count	Page	Total
\$0.00	4	1 of 1	\$563.68



Parts JAC

AutoZone Store 37
401 W W DROW WIL
JACKSON, MS 39213
601.353.0105

Commercial Invoice

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037889594
PO Number : 99210 (PT723)
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 07/06/2022 11:43 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Disc	Total
No vehicle given for the following items						
000999396	4	90000008313 LT24575R17 Misc OSB SKU SKU-000999396	485.56	242.78	0.00	971.12

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

MSDS can be ordered upon request
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

RANDY S, JAC

AR CREDIT 30834410570	ASZDLC	\$971.12	Subtotal	\$971.12
			Tax	\$0.00
			Total Due	\$971.12

0037889594070622C



INVENTORY	QUANTITY	DESCRIPTION	Total
\$0.00	4	1 of 1	\$971.12

Part 1 REC



Commercial Invoice

AutoZone Store 37
401 W WIDROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037917748
PO Number : 99210PT703
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 08/19/2022 02:41 PM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Disc	Total
2010 Ford Truck Ranger XL 2WD						
DLA-18	2	DURALAST AERO BL Duralast Aero 18" Wiper Blade SKU-000361612	30.57	15.29	0.00	30.58

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Angela A Robinson Sr

AR CREDIT 30834410570

A61580

Subtotal	\$30.58
Tax	\$0.00
Total Due	\$30.58



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ATZ Savings	Place Count	Page	Total
\$4.70	2	1 of 1	\$30.58

Parks & Rice



Commercial Invoice

AutoZone Store 37
401 W WDRW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037919831
PO Number : 99210PT786
Comm Specialist : STEWART, DESTINY
Register Number : 35
Order Date : 08/23/2022 11:08 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part Number	Qty	Description	List	Cost	Core	Total
2012 Chevrolet Truck Silverado 2500HD LT 2WD						
H6-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000832332	311.58	155.79	Deferred	155.79
Core deferred amount: \$22.00 Core Due Date: 08/26/2022						

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$66.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	AFKXTU	\$155.79	Subtotal	\$155.79
			Tax	\$0.00
			Total Due	\$155.79

0037919831082322C



Save	Core Count	Page	Total
\$44.20	1	1 of 1	\$155.79



Commercial Invoice

PAVED ST

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
801.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Invoice Information

Invoice Number : 0037948947
PO Number : 9923PT815
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/04/2022 09:17 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	Qty	Description	List	Cost	Core	Total
2015 Chevrolet Truck Silverado 1500 LS 4WD						
DG1363	1	DURALAST GOLD BR Duralast Gold Brake Pads	69.98	32.28	0.00	32.28
DG1363		SKU-000208789 DEAL: DLG/DL Truck You saved \$2.71				
DG1707	1	DURALAST GOLD PAD Duralast Gold Brake Pads	69.98	34.99	0.00	34.99
DG1707		SKU-000480067				
55097DL	1	DL ROTOR Duralast Brake Rotor SKU-000838115	167.98	51.35	0.00	51.35
55097		DEAL: DLG/DL Truck You saved \$32.64				
55097DL	1	DL ROTOR Duralast Brake Rotor SKU-000838115	167.98	51.36	0.00	51.36
55097		DEAL: DLG/DL Truck You saved \$32.63				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$15.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

ALC5EA

\$169.98

Subtotal \$169.98

Tax \$0.00

Total Due \$169.98



0037948947100422C

AutoZone Price Count	Total
\$19.00 4 1 of 1	\$169.98



Commercial Invoice

PAVED ST

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037949062
PO Number : 9926PT815
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/04/2022 11:32 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
000999396	4	90000032693 25570R17 Misc OSB SKU SKU-000999396	468.44!	234.22	0.00	936.88

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic_ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$15.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Spans

AR CREDIT 30834410570

AL8429

\$936.88

Subtotal	\$936.88
Tax	\$0.00
Total Due	\$936.88

0037949062100422C



AZO Savings	Piece Count	Page	Total
\$0.00	4	1 of 1	\$936.88



Commercial Invoice

PAVED ST

AutoZone Store 37
401 W WDRROW WIL
JACKSON, MS 39213
601.353.0105

Deliver To

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Order Information

Invoice Number : 0037948947
PO Number : 9923PT815
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/04/2022 09:17 AM

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Part	Qty	Description	List	Cost	Core	Total
2015 Chevrolet Truck Silverado 1500 LS 4WD						
DG1363	1	DURALAST GOLD BR Duralast Gold Brake Pads	69.98	32.28	0.00	32.28
DG1363		SKU-000208789 DEAL: DLG/DL Truck You saved \$2.71				
DG1707	1	DURALAST GOLD PAD Duralast Gold Brake Pads	69.98	34.99	0.00	34.99
DG1707		SKU-000480067				
55097DL	1	DL ROTOR Duralast Brake Rotor SKU-000838115	167.98	51.35	0.00	51.35
55097		DEAL: DLG/DL Truck You saved \$32.64				
55097DL	1	DL ROTOR Duralast Brake Rotor SKU-000838115	167.98	51.36	0.00	51.36
55097		DEAL: DLG/DL Truck You saved \$32.63				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank (Not reflected in invoice total)

Total Core Bank: \$15.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570	ALC5EA	\$169.98	Subtotal	\$169.98
			Tax	\$0.00
			Total Due	\$169.98



0037948947100422C

cmstinvc_EN_US_3.0.4.py

AZG Savings	Piece Count	Page	Total
\$19.00	4	1 of 1	\$169.98



Commercial Invoice

AutoZone Store 37
401 W WDROW WIL
JACKSON, MS 39213
601.353.0105

PAVED ST

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Bill To

CITY OF JACKSON N AZ
PO BOX 17
JACKSON, MS 39205

Order Information

Invoice Number : 0037949062
PO Number : 9928PT815
Comm Specialist : COMMERCIAL SALES CENTER
Register Number : 35
Order Date : 10/04/2022 11:32 AM

Remit To

AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368-6067

Item #	Qty	Description	List	Cost	Com	Total
No vehicle given for the following items						
000999396	4	90000032693 25570R17 Misc OSB SKU SKU-000999396	468.44	234.22	0.00	936.88

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$15.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Jones

AR CREDIT 30834410570

AL8429

\$936.88

Subtotal \$936.88
Tax \$0.00
Total Due \$936.88

0037949062100422C



Quantity	Price	Count	Page	Total
\$0.00		4	1 of 1	\$936.88



34

ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS. A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401

OFFICE OF THE CITY ATTORNEY
10/10/23
33

WHEREAS, the governing authorities for the City of Jackson authorized a professional services agreement with Canizaro Cawthon Davis, A Professional Association (hereinafter "CCD") on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, which was executed on December 19, 2016 in the amount of \$183,182.00; and

WHEREAS, the professional services agreement was amended, as Amendment No. 1, on January 14, 2020, to extend the term of the contract through January 1, 2022, and provide additional professional fees of \$39,946.00; and

WHEREAS, the City accepted the bid of Castle Black Construction in the amount of \$3,080,000.00 and entered into a contract in that amount with the construction substantial completion date of October 24, 2022; and

WHEREAS, Amendment No. 2 to the Contract with CCD revised the construction fee consistent with the bid, setting the basic fee at \$224,840.00 and increased the allowable reimbursable expenses by \$2,000.00 to a total allowable amount of \$8,000.00; and

WHEREAS, Castle Black Construction failed to substantially complete construction of the project pursuant to the terms of the contract and filed for Chapter 11 Bankruptcy; and

WHEREAS, Amendment No. 3, approved on February 28, 2023, provided additional architectural and engineering services necessary for the construction project due to the failure of Castle Black to substantially complete the project within the contract time at an additional cost of \$9,800.00 and an amended contract term through June 30, 2023; and

WHEREAS, due to Castle Black Construction's failure to complete the project as of June 30, 2023, pursuant to Amendment No. 4, approved on July 18, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$5,000.00 with the agreement expiring September 30, 2023; and

WHEREAS, the building contractor has continued to exceed his contracted Substantial Completion date of October 24, 2022, which has resulted in the need for continued additional construction administration services from CCD; and

WHEREAS, in order to provide the additional construction administration services necessary to complete the project, CCD has proposed Amendment No. 5, which will provide additional architectural and engineering services and allowances totaling \$5,000.00 to complete the project; and

WHEREAS, Amendment No.5 to the Agreement with CCD for Architectural Engineering Services necessary to complete the construction of the new Fire Station 20 building will increase the contract total to an amount not to exceed \$257,865.00; and

WHEREAS, the Fire Department and Department of Public Works recommends that the City modify the completion date of the Agreement with CCD to December 31, 2023 to coincide with the projected completion of construction.

Agenda Item # 34
October 10, 2023
BY: R. LEE, LUMUMBA

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No.5 to the professional services agreement with Canizaro Cawthon Davis, A Professional Association for additional architectural and engineering services for New Fire Station 20, City Project No. 15B7003.401, increasing the total contract amount by \$5,000.00, resulting in a not to exceed amount of \$257,865.00, to be completed on or before December 31, 2023.

BY: R. LEE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

9/27/23

DATE

P O I N T S		C O M M E N T S					
1.	Brief Description/Purpose	ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401.					
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life					
3.	Who will be affected	Occupants of Fire Station 20 and community served.					
4.	Benefits	Replacement of an outdated and unfit existing facility					
5.	Schedule (beginning date)	Upon approval by the City					
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	3 No Medgar Evers Blvd, City present site of existing Fire Station 20					
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Public Works, Engineering Division					
8.	COST	Amendment to the professional services agreement with Canizaro Cawthon Davis for additional architectural and engineering services for New Fire Station 20, City Project No. 15B7003.401. Amendment No. 5 in the amount of \$5,000.00 at a not to exceed cost of \$257,865.00, to be completed on or before December 31, 2023.					
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	Fire Dept Acct # - 0010-0300-509-50900-01-100-04-000-6824					
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 _____	



**City of Jackson
Department of Public Works**

Council Agenda Item Memorandum

To: Chokwe Antar Lumumba

From: Robert Lee

Date: September 27, 2023

Agenda Item: Contract Amendment New Fire Station #20 Building
City Project #: 15B7003.401
Council Meeting: Regular Council Meeting, TBD
Consultant: Canizaro Cawthon Davis
EBO Compliance Details:

Design/Construction Administration

Purpose: Additional Architectural/Engineering Services New Fire Station #20
Cost: Total Contract \$257,865.00
This Amendment \$5,000.00
Project/Contract Type: Construction Administration
Funding Source: Fire Dept Acct # - 0010-0300-509-50900-01-100-04-000-6824
Schedule/Time: to December 31, 2023
DPW Manager: Robert Lee, PE /Lloyd Keller, Jr. AIA

Background:

Attached, you will find an item for the City Council Agenda for to amend the Consulting Services Contract to include additional Architectural and Engineering services for the design, production of construction documents and construction administration for the New Fire Station #20 building.

A professional services agreement was authorized with Canizaro Cawthon Davis on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, in an amount not to exceed \$183,182.00, which was executed on December 19, 2016.

Contract Amendment No. 1 for additional consulting architectural and engineering services to modify the completed construction documents to include additional addendum items and for previous additional project revision investigation was authorized January 14, 2020 at a additional cost not to exceed \$39,946.00 with a completion date of January 1, 2022.



**City of Jackson
Department of Public Works**

The construction contract has been executed with Castle Black., Inc in the amount of \$3,080,000.00 establishing the consulting fee value, with a scheduled construction completion date of October 24, 2022

Contract Amendment No.2 was authorized on April 12, 2021 to provide additional architectural and engineering services for the construction project with a contract addition of \$14,937.00, and to modify the contract completion date to January 1, 2023

Contract Amendment No.3 was authorized on February 28, 2023 to provide additional architectural and engineering services for the construction project due to contractors delay with a contract addition of \$9,800.00, and to modify the contract completion date to June 30, 2023

Contract Amendment No.4 was authorized on July 18 2023 to provide additional architectural and engineering services for the construction project due to contractors delay with a contract addition of \$5,000.00, and to modify the contract completion date to September 30, 2023

The contractor continues to delay completion and his Surety Granite Re, Inc. has since become involved to complete the project.

Contract Amendment No.5 is to provide for additional architectural and engineering services and allowances totaling \$5,000. to complete the project since the building contractor continues exceed his contracted Substantial Completion date of October 24, 2022 for the new Fire Station 20 building, the amended contracted amount not to exceed \$257,865.00.

Also, to modify the completion date of the agreement from September 30, 2023 to December 31, 2023

Funding for this amendment is provided by Fire Dept Acct # - 0010-0300-509-50900-01-100-04-000-6824

It is the recommendation of this office that the additional architectural and engineering consulting services contract shall be approved.

Original Authorized Contract Amount of \$183,182.00



**City of Jackson
Department of Public Works**

Amendment No.1 Total contract value \$223,128.00 (addition of \$39,946.00)
Amendment No.2 Total contract value \$238,065.00 (addition of \$14,937.00)
Amendment No.3 Total contract value \$247,865.00 (addition of \$9,800.00)
Amendment No.4 Total contract value \$252,865.00 (addition of \$5,000.00)
Amendment No.5 Total contract value \$257,865.00 (addition of \$5,000.00)

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2729
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756
2023

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS. A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401** is legally sufficient for placement in NOVUS Agenda.

Tory P. Martin by permission of CPM

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

Oct. 4, 2023

DATE



Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Fire Station #20
Jackson, Mississippi
CCD Project No. 16004
City of Jackson Project No.
15B7003.401

AGREEMENT INFORMATION:
Date: August 1, 2016

AMENDMENT INFORMATION:
Amendment Number: 005
Date: August 25, 2023

OWNER: *(name and address)*
City of Jackson
P.O. Box 17
Jackson, Mississippi 39205

ARCHITECT: *(name and address)*
CANIZARO CAWTHON DAVIS
129 S. President Street
Jackson, MS 39201-3605

The Owner and Architect amend the Agreement as follows:

Continue with contracted Basic Services and Additional Services because the Contractor, Castle Black Inc., has failed to complete the project in accordance with his project schedule.

The Architect’s compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

AIA Document B101 - 2007 Exhibit A. Add the following paragraph:

A.1.3.3 Add \$5,000.00 to the Contract Amount for Additional Services from October 1, 2023 through December 31, 2023 at per the hourly rates established in "Exhibit E" of the Professional Services Agreement.

Schedule Adjustment:

AIA Document B101 2007: Modify Paragraph 4.3.4 of the Agreement as follows:

4.3.4 If the services covered by this Agreement have not been completed by December 31, 2023, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services

SIGNATURES:

CANIZARO CAWTHON DAVIS
ARCHITECT *(Firm name)*
Steve Davis

City of Jackson
OWNER *(Firm name)*

SIGNATURE
T. Steven Davis, AIA, President
PRINTED NAME AND TITLE
August 25, 2023
DATE

SIGNATURE
Chokwe A. Lumumba, Mayor
PRINTED NAME AND TITLE
DATE

35

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C450i DIGITAL COPIER BEING USED BY THE DEPARTMENT OF PUBLIC WORKS WATER/SEWER UTILITIES DIVISION

OFFICE OF THE CITY ATTORNEY
3/23/23

WHEREAS, on October 25, 2022, the City of Jackson City Council authorized the Mayor to execute a 48-month copier rental agreement for the Department of Public Works Water/Sewer Utilities Division, with said copier being paid for from the Water/Sewer Enterprise Fund; and

WHEREAS, due to upcoming changes with the Water/Sewer Enterprise Fund, it is necessary to terminate the contract in accordance with the rental agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to terminate the 48-month rental agreement with Advantage Business Systems for a Konica Minolta Bizhub C450i Digital Copier being used and paid for by the Department of Public Works Water/Sewer Utilities Division.

Item#: 35
Agenda October 10, 2023
By: R. Lee, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 15, 2023
DATE

P O I N T S		C O M M E N T S
1.	Brief Description	Order authorizing the Mayor to terminate a 48 month copier agreement with ABS for the Water/Sewer Utilities 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	4, 6, 7
3.	Who will be affected	Public Works staff
4.	Benefits	Terminate a copier rental contract that is paid for out of the Water/Sewer Enterprise Fund
5.	Schedule (beginning date)	After City Council approval and in accordance with terms of the rental agreement
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Public Works Department, Engineering Division
8.	COST	N/A
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	N/A
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
Interim Director & City Engineer

Date: September 15, 2023

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to terminate the 48 month rental agreement for a copier that has been used by the Water/Sewer Utilities Division. Due to upcoming changes to the Enterprise Fund, it is necessary to terminate the rental agreement in accordance with the termination clauses in the agreement.

If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
9/20/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO TERMINATE THE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C450i DIGITAL COPIER BEING USED BY THE DEPARTMENT OF PUBLIC WORKS WATER/SEWER UTILITIES DIVISION** is legally sufficient for placement in NOVUS Agenda.



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

9/20/23
DATE

**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)**

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Jackson (hereinafter referred to as Customer), and Advantage Business Systems (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. **INSTALLATION SITE:** At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. **INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. **ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. **RENTAL TERM:** The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. **OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. **PAYMENTS:**

A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. **E-PAYMENT:** The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. **PAYMODE:** Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**

A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. **HOLD HARMLESS:** To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This 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 said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Advantage Business Systems
Name Donna May
Title Account Executive
Address 5442 Executive Place
City, State, & Zip Code Jackson, MS 39206

For the Customer:

City of Jackson (Public Works/Water Sewer Utilities Division)
Name
Title Office Coordinator
Address 200 S President St. (4th Floor)
City, State, & Zip Code Jackson, MS 39201

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal 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 federal government to provide funds or of the State of Mississippi 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 Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both –in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi’s accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 1st day of February, 2023.

Vendor: Advantage Business Systems

By: 
Authorized Signature

Printed Name: Donna May

Title: Account Executive

WITNESS:

Witness my signature this the 13th day of February, 2023.


Customer: City of Jackson

By: 
Authorized Signature

Printed Name: Chokwe Antar Lumumba

Title: Mayor

WITNESS:


Municipal Clerk

**EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI AGENCIES AND VENDORS
(Applicable to Equipment Rental Transactions)**

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200062059

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson (Public Works/Water Sewer Utilities Division)

Bill to Address: P O Box 17, Jackson, MS 39205-0017

Ship to Address: 200 S President St. (4th Floor)
Jackson, MS 39201

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Bizhub C450l FS539 + RU-513 Finisher DK516 Desk FK514 Fax	\$228.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48 months

Start Date:

End Date:

Modifications: Maintenance billed @ \$51.40 per month and includes 3000 b/w copies per month with overages billed @ .0073
& 500 color copies with overages billed @ .059

Donna May
Vendor Signature

[Signature] CPM
Customer Signature

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

A RESOLUTION OF THE JACKSON CITY COUNCIL ADOPTING THE CITY OF JACKSON HAZARD MITIGATION PLAN.

WHEREAS, the City of Jackson's Mayor and City Council recognized the threat that natural hazards pose to people and property within the City of Jackson; and

WHEREAS, the City of Jackson participated in the preparation of a hazard mitigation plan developed in accordance with the Disaster Mitigation Act of 2000, hereby known as the City of Jackson Hazard Mitigation Plan 2022-2027 edition; and

WHEREAS, the City of Jackson Hazard Mitigation Plan 2022-2027 edition identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Jackson from the impacts of future hazards and disasters; and

WHEREAS, adoption of the City of Jackson Hazard Mitigation Plan 2022-2027 edition by the City of Jackson's City Council demonstrates their commitment to reducing the risk posed to people and property within the City of Jackson.

NOW, THEREFORE, BE IT RESOLVED that the City of Jackson's City Council does hereby adopt the City of Jackson Hazard Mitigation Plan 2022-2027 edition as it pertains to the City of Jackson on this the 25th day of October 2022, at a regular meeting of the Mayor and City Council of the City of Jackson, Mississippi.

Vice President Lee 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 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C450i DIGITAL COPIER TO BE USED BY THE WATER/SEWER UTILITIES DIVISION OF THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the Water/Sewer Division of the Department of Public Works desires to enter into a 48-month rental agreement for a multifunction copier machine; and

WHEREAS, Advantage Business Systems provides a Konica Minolta Bizhub C450i Digital Copier with auxiliary equipment through State of Mississippi Contract #8200056217 at a cost of \$279.40 per month, plus a copy charge of \$0.0073 per black and white copy, and \$0.059 per copy, and including maintenance for all parts, except paper and staples; and

WHEREAS, Advantage Business Systems has an office located in the City of Jackson, Mississippi; and

WHEREAS, the Department of Public Works recommends the approval of a contract with Advantage Business Systems for a Konica Minolta Bizhub C450i Digital Copier.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with Advantage Business Systems providing for a 48-month rental for a Konica Minolta Bizhub C450i Digital Copier with auxiliary equipment through State of Mississippi Contract #8200056217 at a cost of \$279.40 per month, plus a copy charge of \$0.0073 per black and white copy, and \$0.059 color copy, and including maintenance for all parts, except paper and staples.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

There came on for consideration, Agenda Item No. 27:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING TWO HUNDRED FIFTY THOUSAND DOLLARS GRANT TO VISIT JACKSON TO HELP JACKSON BUSINESSES BECAUSE OF WATER CRISIS. Said item was referred to the Finance committee.

There came on for consideration, Agenda Item No. 28:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ORDERING THE EXPANSION OF THE RANKS OF THE JACKSON POLICE DEPARTMENT BY A MINIMUM OF ONE HUNDRED SWORN OFFICERS WITHIN A TIME PERIOD OF ONE YEAR. Said item was referred to the Finance committee.

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022 and September 27, 2022 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS, THEREFORE, HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.