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 October 10, 2023, being the second 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: Louis Wright, Chief Administrative Office; Fidelis Malembeka, Chief Financial Officer: Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent:

None.

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The meeting was called to order by President Banks.

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The invocation was offered by Reverend Calvin Day of St. John Missionary Baptist Church.

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The Council recited the Pledge of Allegiance.

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Note: Council Member Grizzell and Vice President Lee joined the meeting.

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President Banks recognized Council Member Hartley who moved, seconded by Council Member Lindsay, to suspend the rules to allow for public comments and presentation of a Proclamation. The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

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The following individual provided public comments during the meeting.

• Wade Brown expressed concerns regarding several issues in and around the Presidential Hills area. Specifically, the flooding issues caused by the dry damn behind Northwest Middle School, the bridge on Flag Chappel Road that's missing rails, and the tall grass on Highway 49 coming into Jackson. President Banks recognized Robert Lee, Interim Public Works Director, who stated that the current flooding issues is a top priority that will be addressed during this new fiscal budget.

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PROCLAMATION RECOGNIZING THE MONTH OF OCTOBER AS NATIONAL PLANNING MONTH. Accepting the proclamation with appropriate remarks was Dr. Tayla Thomas.

Note: President Banks left the meeting.

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There came on for consideration Agenda Item No. 2, Public Hearing:

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. Vice President Lee recognized Rev. Calvin Day, who spoke in favor of said ordinance.

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Note: President Banks returned to the meeting.

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

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.

Council Member Stokes moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – None.

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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 ACONTRACT 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.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – None.

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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.

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, 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.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – None.

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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.

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.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

PARCEL #628-376 - \$6,341.00.

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITYOF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASHAND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTYWHICHCONSTITUTE AMENACE 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.

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.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – None.

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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.

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.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

Nays - None.

Absent – None.

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APPROVAL OF THE SEPTEMBER 26, 2023 REGULAR COUNCIL MEETING MINUTES.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

Nays - None.

Absent – None.

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APPROVAL OF THE SEPTEMBER 27, 2023 SPECIAL COUNCIL MEETING MINUTES.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – None.

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There came on for Introduction Agenda Item No. 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). President Banks stated said item would be placed on the next Regular Council agenda to be held on October 24, 2023

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ORDER APPROVING CLAIMS NUMBER 29401 to 29456 APPEARING AT PAGES 1 TO 27 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$7,245,989.25 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29401 to 29456 appearing at pages 1 to 27, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$7,245,989.25 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:

TO
ACCOUNTS PAYABLE
FUND

FROM:	FUND
GENERAL FUND	4,360,424.36
TECHNOLOGY FUND	512.39
PARKS & RECR. FUND	146,958.31
BUSINESS IMPROV FUND (LANDSCP)	415.68
LANDFILL/SANITATION FUND	33,728.53
STATE TORT CLAIMS FUND	925.00
WATER/SEWER REVENUE FUND	80.71
WATER/SEWER OP & MAINT FUND	1,208,446.20
REPAIR & REPLACEMENT FUND	10,526.00
DISABILITY RELIEF FUND	4,822.26
EMPLOYEES GROUP INSURANCE FUND	1,168.00
NARCOTICS EVIDENCE ESCROW	2,207.40
PAYROLL FUND	347.40
HOUSING COMM DEV ACT (CDBG) FD	32,901.15
EMERGENCY SHELTER GRANT (ESG)	1,192.52
UNEMPLOYMENT COMPENSATION REVO	3,213.28
1% INFRASTRUCTURE TAX	68,962.96
MADISON SEWAGE DISP OP & MAINT	39.54

TRANSPORTATION FUND 409,078.44 RESURFACING – REPAIR & REPL. FD 4,287.35 WATER SEWER B&I FD 2013 \$89.9M 5,750.00 09 TIF BOND FUND \$407000 850.00 2015 A/B G.O. REFUNDING 343,206.26 MODERNIZATION TAX 1,999.00 SIEMENS SETTLEMENT ACCOUNT 299,231.99 PLANNING AND DEV GRANTS 1,216.93 CDBG COVID CARES 5,172.13 ZOOLOGICAL PARK 17,424.80 2019 7M NOTE 113,750.00 LIBRARY FUND 162,250.66		
WATER SEWER B&I FD 2013 \$89.9M 5,750.00 09 TIF BOND FUND \$407000 850.00 2015 A/B G.O. REFUNDING 343,206.26 MODERNIZATION TAX 1,999.00 SIEMENS SETTLEMENT ACCOUNT 299,231.99 PLANNING AND DEV GRANTS 1,216.93 CDBG COVID CARES 5,172.13 ZOOLOGICAL PARK 17,424.80 2019 7M NOTE 113,750.00	TRANSPORTATION FUND	409,078.44
09 TIF BOND FUND \$407000 850.00 2015 A/B G.O. REFUNDING 343,206.26 MODERNIZATION TAX 1,999.00 SIEMENS SETTLEMENT ACCOUNT 299,231.99 PLANNING AND DEV GRANTS 1,216.93 CDBG COVID CARES 5,172.13 ZOOLOGICAL PARK 17,424.80 2019 7M NOTE 113,750.00	RESURFACING – REPAIR & REPL. FD	4,287.35
2015 A/B G.O. REFUNDING 343,206.26 MODERNIZATION TAX 1,999.00 SIEMENS SETTLEMENT ACCOUNT 299,231.99 PLANNING AND DEV GRANTS 1,216.93 CDBG COVID CARES 5,172.13 ZOOLOGICAL PARK 17,424.80 2019 7M NOTE 113,750.00	WATER SEWER B&I FD 2013 \$89.9M	5,750.00
MODERNIZATION TAX 1,999.00 SIEMENS SETTLEMENT ACCOUNT 299,231.99 PLANNING AND DEV GRANTS 1,216.93 CDBG COVID CARES 5,172.13 ZOOLOGICAL PARK 17,424.80 2019 7M NOTE 113,750.00	09 TIF BOND FUND \$407000	850.00
SIEMENS SETTLEMENT ACCOUNT 299,231.99 PLANNING AND DEV GRANTS 1,216.93 CDBG COVID CARES 5,172.13 ZOOLOGICAL PARK 17,424.80 2019 7M NOTE 113,750.00	2015 A/B G.O. REFUNDING	343,206.26
PLANNING AND DEV GRANTS 1,216.93 CDBG COVID CARES 5,172.13 ZOOLOGICAL PARK 17,424.80 2019 7M NOTE 113,750.00	MODERNIZATION TAX	1,999.00
CDBG COVID CARES 5,172.13 ZOOLOGICAL PARK 17,424.80 2019 7M NOTE 113,750.00	SIEMENS SETTLEMENT ACCOUNT	299,231.99
ZOOLOGICAL PARK 17,424.80 2019 7M NOTE 113,750.00	PLANNING AND DEV GRANTS	1,216.93
2019 7M NOTE 113,750.00	CDBG COVID CARES	5,172.13
	ZOOLOGICAL PARK	17,424.80
LIBRARY FUND 162,250.66	2019 7M NOTE	113,750.00
	LIBRARY FUND	162,250.66
DFA – SB2971 – PETE BROWN GOLF 4,900.00	DFA – SB2971 – PETE BROWN GOLF	4,900.00

TOTAL \$7,245,989.25

Council Member Grizzell moved adoption; Vice President Lee seconded.

President Banks recognized Robert Lee, Interim Public Works Director, and Fidelis Malembeka, Chief Financial Officer, who provided a brief overview of said item.

Yeas + Grizzell, Lee and Lindsay.

Nays - Banks, Foote, Hartley and Stokes.

Absent – None.

Note: Said item failed due to a lack of a majority vote.

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ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 29401 TO 29456 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 29401 to 29456 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$96,127.58 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:

	10	10
FROM:	ACCOUNTS PAYABLE	PAYROLL
	FUND	FUND
GENERAL FUND		2,311,732.56
PARKS & RECR FUND		104,871.64
LANDFILL FUND		24,494.96
SENIOR AIDES		3,440.23
WATER/ŞEWER OPER & MAINT		89,090.94
PAYROLL	96,127.58	
HOUSING COMM DEV		8,894.73
TITLE III AGING PROGRAMS		5,972.04
TRANSPORTATION FUND		16,470.24
PEG ACCESS-PROGRAMMING FUND		5,467.15

2020 SAKI GRAND DOJ	7,405.71
ZOOLOGICAL PARK	31,541.63
AMERICAN RESCUE PLAN ACT 2021	253.38
NLC-MUNICIPAL REIMAGINING COMM	5,386.86

TOTAL \$2,615,022.07

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Vice President Lee moved adoption; Council Member Grizzell seconded.

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

Nays - None.

Absent – None.

Note: Council Member Stokes left the meeting.

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.

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.

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Council Member Grizzell moved adoption; Vice President Lee seconded.

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

Nays - None.

Absent - Stokes.

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.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

Nays - None.

Absent – Stokes.

ORDER CONFIRMING THE MAYOR'S NOMINATION OF PATRICK HOUSE TO THE JACKSON CONVENTION AND VISITOR'S 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.

Council Member Grizzell moved adoption; Vice President Lee seconded.

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

Nays - None.

Absent – Stokes.

ORDER CONFIRMING THE MAYOR'S NOMINATION OF MENDE MALOUF TO THE JACKSON CONVENTION AND VISITOR'S 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.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

 $Yeas - Banks, Foote, Grizzell, Hartley, Lee \ and \ Lindsay.$

Nays – None.

Absent – Stokes.

* * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO 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.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

President Banks recognized Toya Martin, Director of Human Resources, who provided a brief overview of said item.

President Banks recognized Council Member Foote who moved, seconded by Council Member Hartley, to amend said order in the header to add "Williams" after Enrika. The motion prevailed by the following vote:

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

Nays – None.

Absent – Stokes.

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

ORDER AUTHORIZING THE MAYOR TO REAPPOINTING ENRIKA WILLIAMS 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.

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

Nays ⊢ None.

Absent – Stokes.

* * * * * * * * * * * * *

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.

Council Member Grizzell moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – Stokes.

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.

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 City Council.

APPROVAL OF MUNICIPAL COMPLIANCE QUESTIONNAIRE SEPTEMBER 30, 2023

Maron There	
Sfiaron Thames, Deputy Director of Administration	
Toya Martin, Human Resource Director	
Parent Los	
Robert Lee, Interim Public Works Director	
De le	
MacDarrell Poullard, Risk Manager	
Large le Harris	
Angela Harris, //unicipa/ Clerk	
Municipal Compliance Questionnaire	
As part of the municipality's audit, the governing make certain assertions with regard to legal comjuestionnaire was developed for this purpose.	authorities of the municipality must pliance. The municipal compliance
The following questionnaire and related certification municipality's fiscal year and entered into the official at their next regular meeting.	must be completed at the end of the minutes of the governing authorities
The governing authorities should take care to a incorrect answers could reduce the auditor's relian	ce on the questionnaire responses.
resulting in the need to perform additional audit proc Information	edures at added cost.
Note: Due to the size of some municipalities, some of th so, mark N/A in answer blanks. Answers to othe "yes" or "no," and, as a result, more information required and/or separate work papers may be no	r questions may require more than on this auestionnaire may he
Name and address of municipality:	
City of Jackson, MS P.O. Box 17, Jackson, M 2. List the date and population of the latest official	
oansus: Based on 2020 Census, Population 153,701	O.S. Gerisds & most recent official
Names, addresses and telephone numbers of of officials, chief administrative officer, and attorney SEE ATTACHED	fficials (include elected /).
4. Period of time covered by this questionnaire:	
From: 10-1-2022 5. Expiration date of current elected officials' term:	JUNE 30, 2026

MUNICIPALCOMPLIANCEQUESTIONNAIRE

Year Ended September 30, 2023

Answer All Questions: Y - YES, N - NO, N/A - NON-APPLICABLE

Part i	i - General	ļ
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1.	Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)	Y
2.	Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27)	Y
3.	Are municipal records open to the public?	Υ
4.	Are meetings of the board open to the public?	
5.	(Section 25-41-5)	Y
-	Are notices of special or recess meetings posted? (Section 25-41-13)	<u> </u>
6.	Are all required personnel covered by appropriate surety bonds?	
	 * Soard or council members (Section 21-17-5) * Appointed officers and those handling money, see statues governing the form of government (i.e., Section 21-3-5 for Code Charter) 	(Y)
	*Municipal clerk (Section 21-15-38)	Y
	*Deputy Clerk (Section 21-15-23)	Y
	*Chief of police (Section 21-21-1)	Ψ.
	*Deputy police (Section 45-5-9) (if hired under this law)	٧
7.	Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-1519)	Y
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)	Υ
9.	Has the municipality complied with the nepotism law in it employment practices? (Section 25-1-53)	Υ
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)	٧
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	
LZ.	fiscal year? (Section 21-35-31) Has the municipality published a synopsis or notice of the	Υ
	annual audit within 30 days of acceptance? (Sections 21-35-31 or 21-17-19)	Y
1	PART II - Cash and Related Records Where required, is a claims docket maintained?	
		
2	(Section 21-39-7)	r
3.	(Section 21-39-7) Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)	
4.	Are all claims paid in the order of their entry in the claims	
5.	Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?	
	Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and	
6.	Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) 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) Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?	
6. 7.	Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) 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) Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Has the municipality adopted and entered on it minutes a budget in the format prescribed by the Office of the State	
	Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) 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) Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) 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) Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year	
7.	Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) 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) Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) 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) 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)	
7. 8.	Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) 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) Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) 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) 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) Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, 27-39-205) Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are	

1	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)	
1	13.	Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess pf budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17)	Y
1	14.	Has the municipality commissioned municipal depositories?	Y
1	15.	(Sections 27-105-353 and 27-105-363) Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)	
1	L6.	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.)	
1	17.	Are fixed assets properly tagged and accounted for? Section II - Municipal Audit and Accounting Guide)	v
1	18.	Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41?	Y
.1	L9.	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.	ta	ss the municipality complied with the percentage of xable property limitation on bonds and other debt issued tring the year? (Section 21-33-303)	Y
2. 3.	su de Ha	is the municipality levied and collected taxes, in a fficient amount for the retirement of general obligation bt principal and interest? (Section 21-33-87) we the required trust funds been established for utility wenue bonds? (Sections 21-27-65)	Y
4.	th	ive expenditures of bond proceeds been strictly limited to e purposes for which the bonds were issued? ection 21-33-317)	Y
5.		s the municipality refrained from borrowing, except nere it had specific authority? (Section 21-17-5)	Y
	PA	RTV - Taxes and Other receipts	
1.		s the municipality adopted the county ad valorem tax ls? (Section 27-35-167)	Y
2.		e interest and penalties being collected on delinquent ad orem taxes? (Section 21-33-53)	Y
3.		s the municipality conducted an annual land sale for Inquent ad valorem taxes? (Section 21-33-63)	Y
4.	int	ve the various ad valorem tax collections been deposited o the appropriate funds? (Separate Funds for Each Tax ry) (Section 21-33-53)	
5.		s the increase in ad valorem taxes, if any, been limited to ounts allowed by law? (Sections 27-39-320 and 27-39-t)	Y
6.	loc	local privilege taxes collected from all businesses ated within the municipality, except those exempted? ction 27-17-5)	Y
7.	ver	transient vendor taxes collected from all transient adors within the municipality, except those exempted? ction 75-85-1)	Y
8.	Pro	noney received from the state's "Municipal Fire tection Fund" spent only to improve municipal fire partments? (Section 83-1-37)	······································
9.	1/4 pro	the municipality levied or appropriated not less than mill for fire protection and certified to the county it vides its own fire protection or allowed the county to such tax? (Section 83-1-37 and 83-1-39)	Y

Minute Bool	References:		
Date		Date	
Angela Harr	is, Municipal Clerk	Chokwe A. Lumumba, N	Aayor
knowledge a	nd belief, all responses are a	ccurate.	
	re for the Municipality of		nd, to the best of our
We have re	viewed all questions and i	responses as contained in this Mu	ınicipal Compliance
		on to Municipal Compliance Year Ended September 30, 2023	i
		•	managellist, Zmillestelles
15.	Has the municipality conduct assets in accordance with gu Office of the State Auditor? (· ·	Υ
14.	Has the municipality published revenues, costs and expense during the immediately predicting garbage or rubbish collection 17-17-348)	s incurred by the municipality eding fiscal year in operating	Y
13.	for solid waste for the previo 347)	ined the full and complete cost ous fiscal year? (Section 17-17-	Y married (mrr)-
	Are bids solicited by advertis circumstances, three apprais property is sold? (Section 21	als obtained when real -17-1)	Y
11.		ollected when due and settled I treasury? (Section 21-15-21)	**************************************
10.	Are state-imposed court assemonthly? (Section 99-19-73,	essments collected and settled , 83-39-31, etc.)	Y

(Clerk is to enter minute book references when questionnaire is accepted by board.)

Book Number

Page

CITY OF JACKSON MML MEMBERSHIP INFORMATION

MAYOR	CHOKWE A. L
CITY COUNCIL, WARD 1	ASHBY FOOTE
CITY COUNCIL, WARD 2	ANGELIQUE L
CITY COUNCIL, WARD 3	KENNETH STO
CITY COUNCIL, WARD 4	BRIAN GRIZZE
CITY COUNCIL, WARD 5	VERNON HAR
CITY COUNCIL, WARD 6,	AARON BANK
CITY COUNCIL, WARD 7, PRESIDENT	VIRGI LINDSA
CHIEF OF STAFF	SAFIYA OMAF
CHIEF ADMINISTRATIVE OFFICER	LOUIS WRIGH
CHIEF, JACKSON POLICE DEPARTMENT	JOSEPH WAD
CHIEF, JACKSON FIRE DEPARTMENT	WILLIE OWEN
CITY ATTORNEY	CATORIA MAI
CITY PROSECUTOR	CHANDRA GA
MUNICIPAL CLERK	ANGELA HAR
CLERK OF THE COUNCIL	SHANEKIA MO
COURT ADMINISTRATOR	CHIQUITA JIN
DEPUTY DIRECTOR, ADMINISTRATION	SHARON THA
DIRECTOR, COMMUNICATIONS	MELISSA F PA
DIRECTOR, HUMAN & CULTURAL SERVICES	PAMELA SCOT
DEPUTY DIRECTOR, HUMAN & CULTURAL SVC	MICHAEL WIL
DIRECTOR, HUMAN RESOURCES	TOYA MARTIN
INTERIM DIRECTOR, PARKS & RECREATION	STEVE HUTTO
DIRECTOR, PLANNING AND DEVELOPMENT	CHLOE DOTSO
INTERIM DIRECTOR, PUBLIC WORKS	ROBERT LEE
DIRECTOR, INFORMATION TECHNOLOGY	MURIEL REID
EXECUTIVE ASSISTANT TO THE MAYOR	TIFFANY MUR

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JUNE HARDWICK	601-960-0947	ihardwick@city.jackson.ms.us
LILLI EVANS BASS	601-960-0947	lbass@city.iackson.ms.us

CITY OF JACKSON MML MEMBERSHIP INFORMATION

JUDGE, MUNICIPAL COURT
MANAGER, ACTION LINE / 311
MANAGER, CONSTITUENT SERVICES
MANAGER, FINANCE
CITY ENGINEER
RISK MANAGEMENT
ZONING ADMINISTRATOR

JUDGE, MUNICIPAL COURT JUDGE, MUNICIPAL COURT

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 ESTER AINSWORTH
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 ealnsworth@city.jackson.ms.us

Council Member Grizzell moved adoption; Council Member Hartley seconded.

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

* * * * * * * * * * * * *

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.

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.

Vice President Lee moved adoption; Council Member Grizzell seconded.

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

Nays – None.

Absent – Stokes.

* * * * * * * * * * * * * *

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; SOCIALWORKER FROM RANGE 18 TO RANGE 25; INVENTORY CONTROLLER FROM RANGE 16 TO RANGE 21; AND SENIOR SHELTER ATTENDANT FROM RANGE 10 TO RANGE 19.

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 fo r 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
- (c) 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

WHEREAS, the Police department classifications with the exception of the Police Chief pay ranges begin at ranges 95 through pay range 101; and

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; and

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

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.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

President Banks recognized Toya Martin, Director of Human Resource and Catoria Martin, City Attorney, who provided a brief overview of said item.

President Banks recognized **Catoria Martin, City Attorney,** who recommended an amendment to said order in the 4th whereas adding "(j) Social Worker was within the range of \$45,472.22-\$53,854.47", "(k) Inventory Controller was within the range of \$32,410.29-\$41,526.65" and (l) Senior Shelter Attendant was within the range of \$31,578.63-\$36,477.05.

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

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

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

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; SOCIALWORKER FROM RANGE 18 TO RANGE 25; INVENTORY CONTROLLER FROM RANGE 16 TO RANGE 21; AND SENIOR SHELTER ATTENDANT FROM RANGE 10 TO RANGE 19.

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
- (c) Deputy Police Chief was within the range of \$76,354.19-\$90,547.78; and
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- (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
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- (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;
- (1) 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; and

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; and

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

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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

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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

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.

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

Nays – None.

Absent – Stokes.

* * * * * * * * * * * *

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 Lindsay** 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 herby 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 herby 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 herby 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 herby 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 herby 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 herby 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 herby 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 herby 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]

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

Α. 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 C

COPY OF PROOF OF PUBLICATION



GANNETT

PO Box 632030 Cincinnati, Oil 45263-2030

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, C

My commision expires Publication Cost:

Order No:

Customer No:

\$72.22 9276871 # of Copies:

1011549

LMSS0021513

THIS IS NOT AN INVOICE!

Please do not use this form for payment revolunce.

DENISE ROBERTS Notary Public State of Wisconsin

Page 1 of 2

Renewal Project to the City for aperations.
The Governme Body, at the above stated time and ridac, will hear all across with views in toward of the coproved to the coproved to the coproved to the coproved by the coproved Project Dated Into the 12th day of September, 2023.
CITY OF JACKSON, MISSISSIPPI September, John.
CITY OF JACKSON,
MISSISSIPPI
By: A/Angelo Harria
City

Published. The Clarion Leager and The Mississippi Link, Suplamber 21, 2023. September 21, 2023. LMSS0021513

MINUTE BOOK 6Y

THE STATE OF MISSISSIPPI **HINDS COUNTY**

OOF 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		

Authorized Representative of the Mississippi Link Newspaper SWORN to and subscribed before me this _______ day of

(Scal)



My Commission Expires:

Mississippi Link Newspaper

2659 Livingston Rd JACKSON, MS 39213 US (601) 896-0084 cmayes@mississippilink.co

THE MISSISSIPPI LINK

BILL TO

Butter 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

Jeneil Robinson

SALES REP

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 FINDINGING 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 "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 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").

WITNESSETH

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:

LEASE OF THE DEMISED PREMISES

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.

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.

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.

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.

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.

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.

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 advalorem taxation and other local taxation to the maximum extent allowed by the law.

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.

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 onetime 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.

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.

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.

INSURANCE

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.

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.

DUTIES AND OBLIGATIONS OF LESSEE

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 became 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.

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:

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;

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;

Lessee shall pay directly all utility charges for all necessary utilities used on the Demised Premises;

All persons employed in the management, supervision, operations, and maintenance of the Demised Premises shall be employees of Lessee or its subcontractors;

Lessee shall pay all costs of maintenance and repair of equipment utilized on the Demised Premises;

Lessee shall provide and pay all costs of supplies reasonable and necessary to the proper operation of the Demised Premises;

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;

The conduct of the operations and maintenance of the Demised Premises by Lessee shall at all times be in compliance with all other governmental statues and regulations applicable thereto (collectively, the "Legal Requirements");

(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:

the presence of which requires or may later require notification, investigation or remediation under any Environmental Law; or

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

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

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

that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or

that contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or

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.
- (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.

Lessee shall not subject Lessor's interest in the Demised Premises to any mechanics' or materialmens' 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.

SPECIAL CONDITIONS

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.

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.

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.

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.

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).

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.

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.

REPRESENTATIONS AND WARRANTIES

Representations and Warranties by Lessor. Lessor represents and warrants to Lessee as follows:

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.

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.

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.

Representations and Warranties by Lessee. Lessee represents and warrants to Lessor as follows:

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.

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.

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.

NMTC Compliance. Lessee will comply with the provisions of Section IV.

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:

The failure of either party to materially abide by the terms and conditions of this Agreement; or

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.

REMEDIES

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.

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.

MISCELLANEOUS PROVISIONS

TO LESSEE:

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:

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:

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:

TO LESSOR:

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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
	LESSEE:
Missis	CITY OF JACKSON, MISSISSIPPI, a body corporate and politic of the State of sippi
	By:
	·

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

EXHIBIT F

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 pro	viding certain loans in the aggregate original
principal amount of \$[] (collectivel	y, 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.
- 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 QLICI 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.
- 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: Butle	r Snow LLP
1020 Highland Colony Park	way, Suite 1400
Ridgeland, MS 39157	
Attention: Jet Hollingswort	h
Facsimile: (601) 985-4500	
Email: jet.hollingsworth@b	outlersnow.com
and to:	
-	
Attention:	
Facsimile:	-
Email	•
Notice to Developer:	City of Jackson, Mississippi
Attention:	<u>.</u>

REGULAR MEETING OF THE CITY COUNCIL TUESDAY, OCTOBER 10, 2023 10:00 A.M.

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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.
- 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:

By:

CITY	OF	JACKSON,	MISSISSIPPI,	a	body	corporate	and	politic	of	the	State	of
Mississippi.								_				

JRA:

JACKSON REDEVELOPMENT AUTHORITY, a public body corporate and politic and the urban renewal agency for the City of Jackson, Mississippi

Бу.
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").

WITNESSETH

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.
- 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

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 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).
- В. Transfer of Ownership for Federal Income Tax Purposes. 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 foreclose 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 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.
- 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.
- 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 affected 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 or 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)	Conflictir	ng Instruments.	The execution,	delivery and	d performan	nce of this
Agreement	and the	consummat	ion of the trans	actions contemp	plated hereby	y do not an	d will not
violate the	Articles o	of Incorpora	tion of Lessee	as filed with the	Secretary o	f State of th	e State of
Mississippi	on		_, or the Bylav	vs of Lessee ad	opted on	, 20_	, nor any
note, indent	ure, lease	e or other ag	reement or inst	rument 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

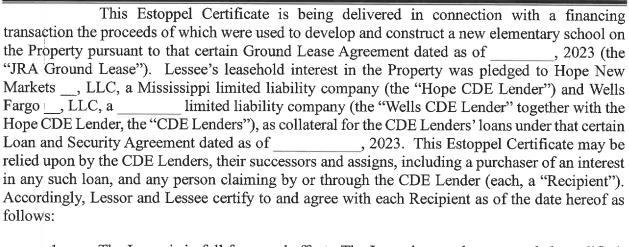
FORM OF ESTOPPEL CERTIFICATE

[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:



- 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:
LESSEE:
JRA PUBLIC BENEFIT CORPORATION,
a Mississippi nonprofit corporation
By:
Duscident Deend of Directors
President, Board of Directors

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").

WITNESSETH

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"); and

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 1. The Lessee will in turn make the Contribution of the remaining costs to the OALICB 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.
- 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

Lesser'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 a 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 Loan seemain 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

- G. 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).
- H. 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.

I. Ground Lease Pledged to Lenders.

(16) 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.

- 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.
- (18) 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.
- 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.
- (20) Any Lender which cures a default shall be subrogated to all of rights of Lessor against Lessee with respect to such default.
- 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.

- 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.
- (23) 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.
- (24) 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.
- (25) 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 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.
- (26) 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.
- (27) 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.
- (28) 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).

- 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.
- K. 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.
- L. 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:
- (6) 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.

- (7) 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.
- (8) 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.
- (9) Environmental. To the best or 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).
- (10) 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

- C. 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.
- D. 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.
- E. 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.

TO LESSOR:

B. 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:

City of Jackson, Mississippi

Attention:

Facsimile: (601) _____

E-mail:

with a copy to:

Attention:

Facsimile: _____

E-mail:

TO LESSEE:

Jackson Redevelopment Authority

Attention:

racs:	imile: (601)
E-ma	ail:
with	a copy to:
Butle	er Snow LLP
1020	Highland Colony Parkway, Suite 1400
Ridg	eland, MS 39157
Atter	ntion: Jetson G. Hollingsworth
Facsi	imile: (601) 985-4404
	E-mail: jet.hollingsworth@butlersnow.com
	and to:
Atter	ntion:
Facsi	mile: ()
E-ma	nil:

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]

MINUTE BOOK 6Y

[Addressee]

time, the "Lease	round Lease Agreement dated	ssissippi (the "Lessor") and Jackson
	d Gentlemen:	
transaction the practice of Russell C. Davis improving and practice on the ground leased to Ground Lease Agleasehold interest limited liability confidence imited liability confidence CDE Lenders, the and any person of the Russell CDE Lenders, the and any person of the Russell CDE Lenders, the and any person of the Russell CDE Lenders, the and any person of the Russell CDE Lenders, the and any person of the Russell CDE Lenders, the and any person of the Russell CDE Lenders, the and any person of the Russell CDE Lenders, the and any person of the Russell CDE Lenders, the and any person of the Russell CDE Lenders, the angle CDE Lenders, the angle CDE Lenders, the angle CDE Lenders, the angle CDE Lenders of the Russell CDE Lenders of the Russel	nis Estoppel Certificate is being deliver roceeds of which were used to develop, Planetarium and other authorized purpos aving streets, sidewalks, driveways, park Property pursuant to that certain Gro, 2023 (the "City Ground Lease"). Lessee's the JRA Public Benefit Corporation (the greement dated as of, 2023 (the "t in the Property was pledged to Hope Property (the "Hope CDE Lender") and [Tempany (the "Wells CDE Lender" and, togo, as collateral for the CDE Lenders' loans as of, 2023. This Estoppel Geir successors and assigns, including a purclaiming by or through the CDE Lenders' leaders are certify to and agree with each Recipient	repair, improve, adorn and equip the ses with same including constructing, aways, walkways and public parking bund Lease Agreement dated as of a leasehold interest in the Property was a "QALICB") pursuant to that certain TRA Ground Lease"). The QALICB's New Markets, LLC, a Mississippi Wells Fargo, LLC, a gether with the Hope CDE Lender, the aunder that certain Loan and Security Certificate may be relied upon by the rehaser of an interest in any such loan, a (each, a "Recipient"). Accordingly,
supplemented, as are no other agree	ne Lease is in full force and effect. The Leasigned, or extended, and is in full force at the ements, whether written or oral, between Leasing to pay rentals under the Lease.	nd effect as of the date hereof. There
11. Th	ne term of the Lease commenced on	, 2023, and will expire on
	essee acknowledges full receipt and satisfaction I.C. Lessee has paid to Lessor all rental date hereof.	
constitute a defau	nere are no defaults or events that with alt by Lessor or Lessee under the Lease. Le rms, conditions and covenants of the Leas	essor and Lessee are in full compliance

14. 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.

successors or assigns, including the CDE Lenders.

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,

- 15. The address for notices to be sent to Lessor or Lessee is set forth in the Lease.
- 16. 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.

- 17. 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.
- 18. 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]

	N WITNESS WHEREOF, the parties have caused this Estoppel Certificate to be duly as of the Effective Date.
L	ESSOR:
C: Mississip	ITY OF JACKSON, MISSISSIPPI, a body corporate and politic of the State of
В	y:
<u></u>	
-	
Ll	ESSEE:
JA	ACKSON REDEVELOPMENT AUTHORITY,
al	body corporate and politic and urban renewal agency of the City of Jackson, Mississippi
В	y:

EXHIBIT F ADDRESSES OF EACH LENDER AND OTHER FINANCING PARTIES

	·	1			
Procident Ranks	s recognized Cat	 oria Martin <i>(</i>		, who recommen	ded an amendment
on said item to su	_	-	•	•	

Council Member Lindsay moved adoption; Council Member Grizzell seconded.

President Banks recognized Council Member Lindsay who moved, seconded by Council Member Grizzell to accept the amendment recommended by the Catoria Martin, City Attorney.

After a thorough discussion, Council Member Lindsay and Council Member Grizzell withdrew their motion and second.

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

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXPEND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FAÇADE IMPROVEMENTS TO SMALL BUSINESS ENTERPRISES IN THE CITY OF JACKSON.

WHEREAS, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development (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).

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.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

Nays – None. Absent – Stokes.

* * * * * * * * * * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTALFORM 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.

Council Member Grizzell moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – Stokes.

* * * * * * * * * * * * * *

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.

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.

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.

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.

Council Member Lindsay moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – Stokes.

* * * * * * * * * * * * *

RESOLUTION RATIFYING THE MAYOR'S TO EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION REGARDING STATE PROJECT ERBR25-250(03) (MARTIN LUTHER KING, JR. DRIVE BRIDGE) AND RATIFYING THE DESIGNATION OF ELMORE MOODY, P.E., AS THE ENGINEER OF RECORD FOR SAID PROJECT.

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.

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 and Lindsay.
Nays – None.
Absent – Stokes.
* * * * * * * * * * * *

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.

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

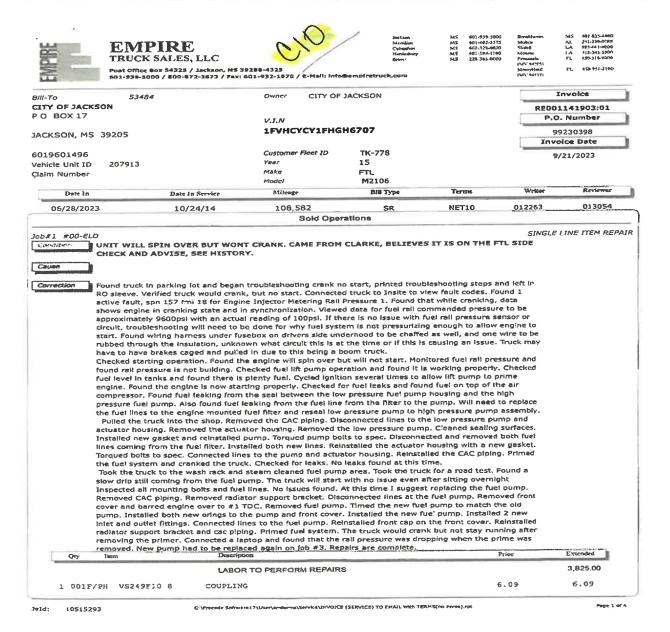
WHEREAS, due to exigent circumstance, the procurement of these necessary parts and repairs were done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

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.

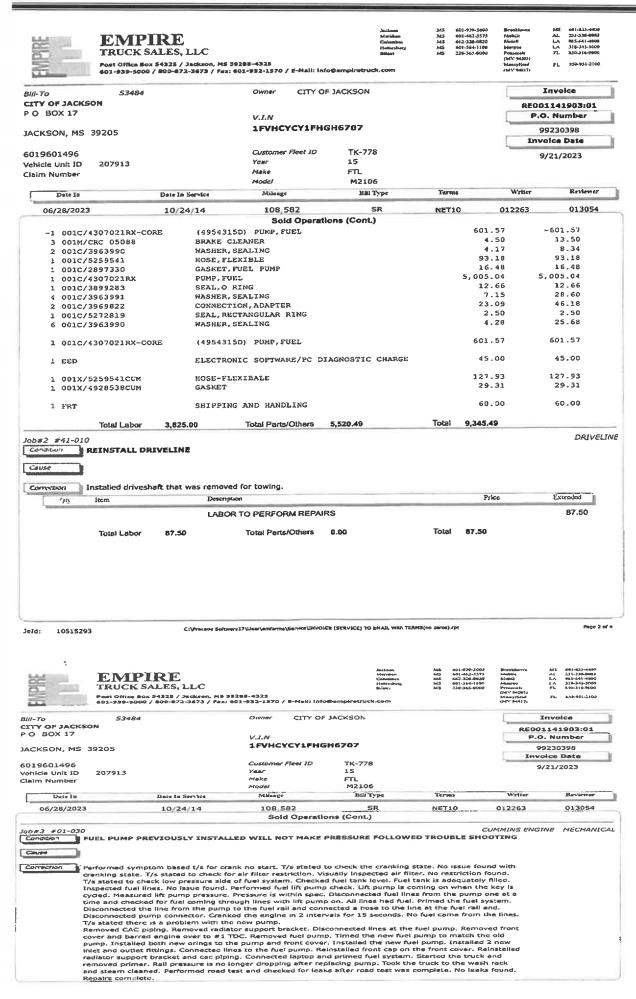
IT IS, THEREFORE, ORDERED that procurement of the parts and repairs set forth in the invoices attached to the Order is ratified.

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:

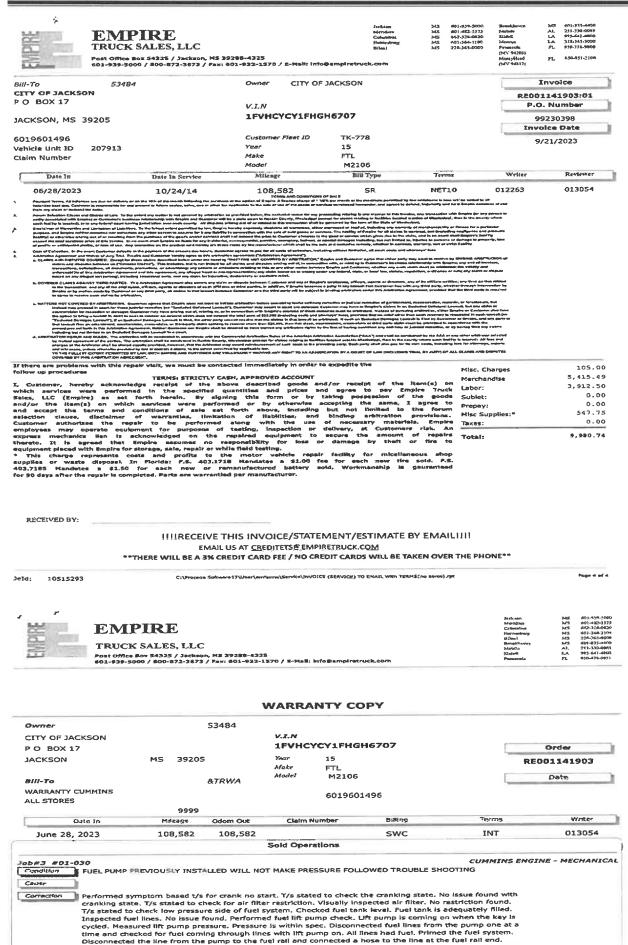
Vendor	Invoice No.	Invoice Date	Amount
Empire Truck Sales, LLC	RE001141903:01	09/21/2023	\$9,980.74



MINUTE BOOK 6Y



REGULAR MEETING OF THE CITY COUNCIL TUESDAY, OCTOBER 10, 2023 10:00 A.M.



		or crank no start. T/s stated to check the cranking state. No issue found with eck for air filter restriction. Visually inspected air filter. No restriction found.						
		e side of fuel system. Checked fuel tank level. Fuel tank is adequately filled.						
	1/s stated to check low pressure	und. Performed fuel lift pump check. Lift pump is coming on when the key is						
	inspected fuel lines, No issue to	sure. 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 fines had fuel. Primed the fuel system.							
	time and checked for ruel coming through lines with lift pump on. All lines not life, the first offer offer years. 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.							
		radiator support bracket. Disconnected lines at the fuel pump. Removed front						
	Removed CAC piping. Removed	#1 TDC. Removed fuel pump. Timed the new fuel pump to match the old						
	cover and barred engine over to	s to the pump and front cover. Installed the new fuel pump. Installed 2 new						
	pump, Installed both new onings	ted lines to the fuel pump. Reinstalled front cap on the front cover. Reinstalled						
	inlet and outlet littings. Connect	c piping, Connected laptop and primed fuel system. Started the truck and						
	radiator support bracket and car	: piping, Connected laptop and primed rule System. States the data and						
	removed primer. Kall pressure is	s no longer dropping after replacing pump. Took the truck to the wash rack oad test and checked for leaks after road test was complete. No leaks found.						
		oad test and checked for leaks after road test was complete. No leaks round.						
-	Repairs complète.	Description						
1	001C/2897330	GASKET, FUEL PUMP						
-	#01-030	CUMMINS MECHANICAL						
1	001C/4307021RX	PUMP, FUEL						
1	001C/4307021RX 001C/4307021RX-CORE	PUMP,FUEL (4954315D) PUMP,FUEL						
1 1								
1 1 4	001C/4307021RX-CORE	(4954315D) PUMP,FUEL						
1 4 1	001C/4307021RX-CORE 001C/3963990	(4954315D) PUMP,FUEL WASHER,SEALING						
1 4 1 1	001C/4307021RX-CORE 001C/3963990 001C/3899283	(4954315D) PUMP, FUEL WASHER, SEALING SEAL, O RING						

Pris: 10696208

C:\Procede Software17\Uter\##\###\##\\$##\\$F\$V\$L\$4013-WARRCUST.17

Pege 5 0° 2

Post Offic	PIRE K SALES, LLC a 80x \$4325 / Jackson 6000 / 800-872-3873 /			nfo@empiretrwck.com	•		M wrininas Del ulmbum Harstesburg Belena Belena Belena Minapile Dictal Perusacola	MES MES MES MES AL LA FL	661-662-557, 663-726-062- 963-726-060- 278-763-060- 663-835-660- 253-336-608- 253-336-608- 856-678-0031
		1	WARRAI	NTY COPY					
Owner		53484							
CITY OF JACKSON			V.I.N						
O BOX 17			1FVHCY	CY1FHGH670	7	1	Order		
ACKSON	MS 39205		Year	15		2	REG01141903		903
			Muke Model	FTL M2106					
III-To	•	BTRWA		712100				Date	_
VARRANTY CUMMINS				6019601496					
	9999								
Date In	Maleage	Odom Our	Claim Nu	mber t	enilité	Testina		W	riter

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

Nays - Banks.

Absent – Stokes.

* * * * * * * * * * * * * *

ORDER RATIFYING PROCUREMENT OF REPAIRS AND 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 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 Universal Services Johnson Controls	\$897.00 \$2,540.00 \$1,541.00
Total	\$4,978.00

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 # 1013618-1 DATE 09/19/2023 DUE DATE 10/19/2023 TERMS Net 30

P.O. NUMBER 77230812	Emiliante de la companya de la comp		SALES REP Rod			
DATE	ACTIVITY	DEŞ	CRIPTION	OTY	RATE	AMOUNT
09/20/2023	Custom	CAL	AIGHT	3	108.00	324.00T
	Street d gave estimate and got utilities aw days was canceled from the		SUBTOTAL TAX TOTAL BALANCE DUE	ox ive-out-		324.00 0.00 324.00 \$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

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 # 1013655-1 DATE 09/18/2023 DUE DATE 10/18/2023 TERMS Net 30

P.O. NUMBER 77230820		SALES REP Chuck & Tyler			
DATE	ACTIVITY	DESCRIPTION	OTY	FIATE	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		SUBTOTAL			234.00
Hose bib cracked and	TAX			0.00	
no louks.	b and replaced with new hose bib. Water on a	TOTAL			234.00
Thu trongs		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.

201. 442 24 648

United Plumbing & Heating Co., Inc 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 # 1013590-1 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 Headquartors 327 East Pascagoula	Street	SUBTOTAL TAX			339.00
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.		TOTAL BALANCE DUE			\$39.00 \$39.00

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 sald materials and/or turned over for collections.

UUI. 433. DO 6461

Universal Services, LLC 1241 Hwy 63 N Leakesville, MS 39451 601 394-4510



Invoice 27379

Bill to:	Job:
City of Jackson Finance Division/Accounts Paya PO Box 17 Jackson, MS 39205	Union Station

Involce#: 27379 Date: 09/15/23
Payment Torms: Net 30 Customer P.O. #: 77230817 Customer Code: CITY OF JA

Remarks: Union Station WO# TR4041

Quantity Description Unit Price 2,540.00 2,540.00 1.000 2,540,000 Total:

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.

Print Date: 09/15/23

UUI. 442.24.6461

Johnson Controls

JOHNSON CONTROLS Building Efficiency Federal ID 39-0380010

ORIGINAL INVOICE

Involce #: PO #/Auth: Customer WO#: Customer Acct: 1-130928577633 PO# 77230789

Service request SR Type: Branch Name: 1032969

Invoice Date: 09/11/2023
Service Request: 1-129841197478
SR Type: L&M
Branch Name: JOHNSON CONTROLS GULF COAST CB - 0N52

BIII 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

Requested By: Bobby Washington 6019547714

Service Requested:

Bobby called this morning Chiller has 1 compressor not running, ask Sobby 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 rostarted and checked. Compressor working properly at this time.

Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tex	Nat 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
	Fera	Ver-hande 6 No. 41	* **			
1	Consumable Meterials	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
	Mileaga					
76	Mileage	Each	\$1.84	\$138.00	\$0.00	\$138.00
	Sub-Total			\$138.00	\$0.00	\$138.00
		Invoice Sub-Total Sales Tax Total Due			USD	\$1,541.00 \$0.00 \$1,541.00

Direct Billing Inquiries: (866) 867-3608

Page 1 of 2



JOHNSON CONTROLS Building Efficiency Federal ID 39-0380010

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: Unlass otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall

ed due at a rate of 1.5% per month (18% annually) on involces not timely paid along with any other recoverable costs of collection. Disposable, Environmental & Usage (DEU) fee listed on this involve may include charges for one or more of the following miscollisheous: pneumatic, welding supplies, hardwere materials, cleaning supplies, or refrigerent rectain disposal. A lump sum charge was applied retaining usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Leber 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.
Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (666) 867-3608

INVOICE#:

To Remit Via Credit Card: Cell the phone number listed above. INVOICE#: 1-130928577633

AMOUNT DUE: USD \$1,541.00

Remit to only the address below.
Remit Payment To:
JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX, 75973-0088
TO Remit Vis ACH Wire Transfers:
JP Morgan Chase
One Chase Manhattan Pleze
New York, NY 10005
Cradil to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account Checking
CORP-BBC-OTG-BTS-SSNA-Remittance@jcl.co

Page 2 of 2

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

Nays - Banks.

Absent – Stokes.

* * * * * * * * * * * * * *

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.

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 Total	\$2,973.00 \$2,973.00

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 Mississippl 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 Mississippl, 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.

Page 2 January 30, 2023	
As background information to assist in your diattached a memorandum. I have also obtained thy Attorney, the Chief Financial Officer, and by the signatures below.	d the review and approval of the Office of th
-West.	di
Robert Lee, P.E. City Engineer and interim Director	DATE
II. REVIEWED AND APPROVED	
Torri Martin City Attorney	DATE
Louis Wright Chief Administrative Officer	DATF
Fidelis Malembeka Chief Financial Officer	DATI
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. LUMÚMBA DATE



July 18, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Arts Center - Demo Track Lighting ACM P37

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.

David Marsh,

Accepted by: City of Jackson, Mississippi

ACOUSTICS INC 209 PARK COURT RIDGELAND, MS 39157

PROPOSAL

RECEIVED JUL 18 2023 Benchmark Construction

DATE: July 18, 2023

TO: BENCHMARK CONSTRUCTION

ATTN: DAVID MARSH

RE: ARTS CENTER OF MISSISSIPPI RENOVATINS

--Labor & equipment to demolish existing track lighting @ 2 100 floor, place in trash container, & haul off

QUALIFICATIONS:
PROPOSAL BASED ON CONTRACT TERMS CONSISTENT WITH CONSESUSDOCS 750
SALES TAX INCLUDED
NO PERMITS OR PEES INCLUDED

If any amount is not paid withis 30 days of the invoice on which the charge first appears, the customer shall pay interest on the delisquent an maximum rate permitted by law and all expenses of collections; including atterney fore.

onditions: Standard AIA contract to be used. All materials guaranteed to be as specified above, coording to standard practices. Any attraction or deviation from work specified above and involved dura and will become an extra charge over and above the codemate. All agreements are contingent or trry standard Butisters Risk Insurance. Our workers are fully covered by Werkman's Compensation

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:

Respectivity Submitted

Byz

John Lyle

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

* * * * * * * * * * * * *

ORDER RATIFYING PROCUREMENT OF PARTS AND REPAIRS FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FROM THE DEPARTMENT OF PUBLIC WORKS.

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:

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	
AutoZone	0037963273	10/26/2022	\$152.45
AutoZone	0037963767	10/20/2022	-\$21.49
			\$498.60
AutoZone	0037966641	11/1/2022	\$131.89
AutoZone AutoZone	0037869126	7/5/2022	\$1,535.00
	0037916266	8/17/2022	\$594.86
AutoZone AutoZone	0037958680	8/25/2022 10/18/2022	\$304.58
AutoZone	0037958682	10/18/2022	\$272.18
AutoZone	0037958688	10/18/2022	\$497.80
AutoZone	0037938088	11/4/2022	\$248.90
		11/10/2022	\$558.08
AutoZone	0037972516		\$145.34
AutoZone		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
N. C.		70	

0037917613	8/19/2022	\$34.74
0037917612	8/19/2022	\$322.72
0037917605	8/19/2022	\$70.59
0037945829	9/30/2022	-\$34.99
0037945432	9/29/2022	-\$67.00
0037945431	9/29/2022	-\$134.00
0037945422	9/29/2022	-\$67.00
0037945352	9/29/2022	\$67.00
0037945351	9/29/2022	\$262.34
0037945349	9/29/2022	-\$67.00
0037979428	11/21/2022	\$155.79
0037967967	11/3/2022	\$30.90
0037963769	10/27/2022	\$528.00
0037954569	10/12/2022	\$162.87
0037950533	10/6/2022	\$166.03
0037950531	10/6/2022	\$316.00
0037919926	8/23/2022	\$32.48
0037916254	8/17/2022	\$48.76
111422	11/14/2022	\$963.54
WO56614	11/21/2022	\$4,690.65
01-81720	8/2/2023	\$44.99
01-79953	7/14/2023	\$52.91
01-79954	7/14/2023	\$89.90
001198867	7/18/2022	\$4,950.00
•	•	\$ 45,199.70
	0037917612 0037917605 0037945829 0037945432 0037945431 0037945422 0037945352 0037945351 0037945351 0037979428 0037963769 0037950533 0037950533 0037950531 0037919926 0037916254 111422 WO56614 01-81720 01-79953 01-79954	0037917612 8/19/2022 0037917605 8/19/2022 0037945829 9/30/2022 0037945432 9/29/2022 0037945431 9/29/2022 0037945422 9/29/2022 0037945352 9/29/2022 0037945349 9/29/2022 0037945349 9/29/2022 0037967967 11/3/2022 0037963769 10/27/2022 0037950533 10/6/2022 0037950531 10/6/2022 0037916254 8/17/2022 11422 11/14/2022 WO56614 11/21/2022 01-81720 8/2/2023 01-79953 7/14/2023 01-79954 7/14/2023





Remit to: AutoZone, Inc. PO Box 118067 Atlanta, GA 30368-6067 Phone: (866) 208-3385

Customer ID 000308344
Statement Date: 07/31/2023
Statement #: 3555
Amount Due: \$38,232.67



CITY OF JACKSON

'you have questions about your account, please contact Accounts Receivable at 1.868-208-3385. ON
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.

Date	Туре	Remit Advice*	Involce #	Invoice	Amount Due	PO Number	Document	Due Date
ITY OF J	ACKSON N		PO BOX 17 JACKSON JAC				*****	
								1
6/29/2022	Invoice	[1]	0037665067	1,691.60	1,691.60	89210TR164	I	07/29/202
6/30/2022	invoice	[]	0037685413	145.34	145.34	99210PC1387	1	07/30/202
6/30/2022	Invoice	i i	0037885655	495.64	495.64	99210PC1522		07/30/202
6/30/2022			0037885744	1,401,00	1,401,00	99210F12		07/30/202
7/05/2022		ii	0037888774	22.99		99210PT738	ļ	08/04/202
7/05/2022	Invoice	l ii	0037888798	200.42	200.42	99210PT687	1	08/04/202
7/06/2022		ii	0037888895	87.98		99210PT582	•	08/04/202
7/05/2022		ii	0037689126	1,535.00		99210TK788		08/04/202
7/06/2022		ii	0037889594	971.12		99210PT723	,	08/05/202
7/14/2022			0037894533	471,78		99210TK618		08/13/202
8/02/2022			0037906288	145.34		89210PT724		09/01/202
8/02/2022		l ii l	0037908461	583.68		99210TR218		09/01/202
B/02/2022		l ii	0037906462	12.69		99210PT807	1	09/01/202
B/02/2022			0037906510	126.98		99210PC1889		08/01/202
8/02/2022			0037906515	-7.49		99210PC1765	2	09/01/202
8/02/2022			0037906516	-7.49		99210-PC1790	1	09/01/202
3/02/2022			0037906517	-8.99		9910025-PC1690	å.	09/01/202
3/02/2022			0037906531	-208.77		99210PC1889		09/01/2022
1/02/2022			0037908546	44.00		99210SUV137	E.	09/01/2022
1/02/2022			0037906562	179.72		99210SUV25		09/01/2022
/02/2022			0037906566	8,99		99210PC1790	i	09/01/2022
1/03/2022			0037907108	36.18		99210PT631		09/02/2022
V17/2022			0037916195	145,34		99210PC1876		09/16/2022
/17/2022			0037916224	145.34		99210PT748		09/16/2022
/17/2022			0037916254	48.76		99210SUV66		09/18/2022
/17/2022			0037916266	694.86		99210TR165		09/16/2022
/17/2022			0037916278	874.37		99210TK738		09/18/2022
/19/2022			0037917429	145.34		99210PT737		09/18/2022
/19/2022			0037917605	70,59		SUV63		09/18/2022
/19/2022			0037917612	322.72		99210PC1731		09/18/2022
/19/2022			0037917613	34.74		99210PC1731		09/18/2022
/19/2022			0037917623	-153.99	-153.99	68210FG1731	l.	09/18/2022
/19/2022			0037917625	-153.99	-153.99			
/19/2022			0037917727	22.00		99210PT748		09/18/2022
/19/2022			0037917727	22.00		99210PC1876		09/18/2022
/19/2022			0037917748	30.58		99210PT703		09/18/2022
22/2022			0037917746	34.38		99210SUV155		09/18/2022
22/2022			0037919307	145.34		9921050V155 99210TK0895		09/21/2022
23/2022			037919831	155.79				09/21/2022
23/2022						99210PT788		09/22/2022
23/2022			0037919868	34.13		99210PC1763	1	09/22/2022
			0037919926	32,48		99210PT840	1	09/22/2022
24/2022			0037920313	35.19		99210PT765	1	09/23/2022
25/2022	HIVOIOS	[] []	037920932	304.58	304.58 H	99210PT756		09/24/2022

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Page 1 of 4



Open Item Statement

000308344 07/31/2023 Customer ID Statement Date:

AUG 14 2023

CITY	Or UMU
FINA	NCE DIVISI

Darts	Туре	Remit Advice*	Invoice #	Invoice	Amount	PO Number	Document	Due Date
9/26/2022	OverPey	[]	AO-0037932918	-43.76	-43.76		Z84201272863747	09/28/202
9/02/2022		ii	0037926810	107.89		99210PT158	204201212003141	10/02/202
9/02/2022	Return	ii	0037926908	-107.89		99210PT168		
9/07/2022		' i i	0037929819	155.79		99210TK838	1	10/02/20:
9/29/2022		11	0037945349	-67.00				10/07/202
9/29/2022						99210PC1813		10/29/202
9/29/2022		i i	0037945351	262.34		99210PC1562		10/29/202
		[]	0037946352	67.00		99210PC1813		10/29/202
9/29/2022		[]	0037946422	-67.00		99210PC1813		10/28/20
9/29/2022		()	0037845431	-134.00		99210PC1813		10/29/20:
	Return	[]	0037945432	-67.00		99210PC1813		10/29/202
	Return	[]	0037946829	-34.99		PC1874		10/30/202
/30/2022		[]	0037945843	-36.19	-36.19	99210PC1874	1	10/30/202
	PayOnAcct	[]	OA-0038807185	-3,666.62	-3,658.62		P0038807185	11/01/202
3/04/2022	Invoice (E 3	0037948925	121.49	121.49	9923PT822	1	11/03/202
/04/2022	Invoice	[]	0037948947	169,98	169.98	9923PT815	1	11/03/202
1/04/2022	Invoice	ίí	0037949058	247.94		9923PC1685		11/03/202
V04/2022	Involce	ίí	0037949062	936.88		9923PT815	1	11/03/202
0/04/2022		ii	0037949177	-247.94		9923PC1686	1	11/03/202
0/04/2022		i i	0037949186	176.67		99210PT651		11/03/202
0/04/2022		ti	0037949319	-155.88		99210SUV63		
1/05/2022		ii	0037949659	257,85		99238UV118	1	11/03/202
1/06/2022			0037950304				1	11/04/202
0/06/2022		[]		145.34		9923-PT679	1	11/05/202
		[]	0037950318	34,99		9923-SUV0050	i	11/06/202
/06/2022		[]	0037950378	380.47		SUV176		11/05/202
7/06/2022			0037950531	316.00		99210PT844		11/05/202
0/06/2022		[]	0037950533	166.03		9923PT834		11/05/202
1/06/2022			0037950612	-99.99	-99.99	SUV175		11/05/202
0/06/2022			0037950654	4,413.86	4,413.88	99230001		11/05/202
2/07/2022		[]	0037950844	204.50	204.50	9923TK782		11/06/202
W07/2022	Return	[1]	0037951247	-169.70	-168.70	9923SUV108	5	11/06/202
1/10/2022	Return	[]	0037952945	-145.34	-145.34	9923PT634	1	11/09/202
1/10/2022	Involce i	(i)	0037963218	180.99	180.89	9923TK0896	1	11/09/202
1/11/2022	Involce		0037953983	4,415.84	4.415.84	9923TK771	1	11/10/202
/12/2022	nvoice		0037954569	162.87		9923MV19	ĺ	11/11/202
V12/2022			0037954582	438.76		9923TR269		11/11/202
/12/2022	Involca		0037954599	438.76		9923TR274		11/11/202
/12/2022			0037954613	488.72		9923PT694		11/11/202
/12/2022 1			0037954618	496.28		9923PT607		11/11/202
/13/2022			0037955154	145.34		9923PC1910		11/12/202
/14/2022			0037955738	109.89	109.89			
/14/2022								11/13/202
			0037955887	600.66		9923TR303	1	11/13/202
/14/2022			0037955984	168.85		PT7119923		11/13/202
/14/2022 F			0037958040	-47.00	-47.00			11/13/202
15/2022			0037956802	251.81		992300SHQP		11/14/202
/15/2022			0037956830	155.79		9923SUV0077	1	11/14/202
15/2022 F	Return	(1)	0037958837	-165.79	-155.79	9923SUV0077	1	11/14/202
	nvoice		0037957617	134.25	134.261	9923PC1910	1	11/18/202
/17/2022 F	Return	(1)	0037957625	-134.25	-134,25	9923PC1910		11/18/202
17/2022 1	nvoice	î î l	0037957906	7.59	7.59	9823TK760		11/18/202
18/2022			0037958300	537.07		9923TK760		11/17/202
18/2022 1			0037958308	338.55		9923TK760		11/17/202
18/2022 F			037958314	-432.15		923TK760		11/17/202
18/2022			037958547	24.16		9923T212		11/17/202
18/2022			037958548	39.98				
/18/2022 In			0037958680			9923TK762		11/17/2022
18/2022 In				272.18		9923TR327		11/17/2022
TOVAUZZ II	IAOICO	[] [6	0037958682	497.80	497.8016	9923TR292		11/17/202

432 1 AB 0.537 E0388X 10683 011587295209 \$2 P9825333 0002:0004

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RECFIVE

Open Item Statement

Customer ID Statement Date:

AUG 14 2023

CITY OF JACKS.

Date	Туре	Remit Advice*	Invoice #	Invoice Amount	Amount	PO Number	Document	Due Date
0/18/2022		1 []	0037958688	248.90	248,90	9923TR291	1	11/17/202
0/19/2022		[]	0037959000	99,50		9923TK762	1	11/18/202
0/19/2022		[[]	0037969001	145.34		9923TK762	1	11/18/202
0/19/2022		[]	0037959301	-95.18		9923SUV173		11/18/2022
0/20/2022		[]	0037959891	22.18		9923PT766	ì	11/19/2022
0/20/2022		1 I	0037959766	-22.18		9923PT786	[11/19/2022
		11	0037959905	-216.98		9923PC1889	v.	11/19/2022
0/21/2022		1 []	0037960420	-16,49		99238UV67		11/20/2022
0/24/2022			0037962156	180.991		9923F10		11/23/2022
0/26/2022] []	0037983208	275.27		9923PT632	ł	11/25/2022
0/26/2022		1 [1	0037963273	152.45		9923PT785	1	11/25/2022
0/26/2022		[]	0037953412	-21.49		9923PT785	1	11/25/2022
0/26/2022		1 [1	0037963471	200.90		9923PT632	ŧ	11/25/2022
0/26/2022		[[]	0037963508	574.94		9923SUV137	i	11/25/2022
0/27/2022		[]	0037963765	1,048.64		9923SUV89	•	11/26/2022
0/27/2022		[]	0037963767	498.60		9923PT785		11/28/2022
0/27/2022		[]	0037963769	528.00		9923PT642	F	11/26/2022
0/27/2022		[]	0037963793	57.86		9923PT811		11/26/2022
0/27/2022		[]	0037963850	145.34		9923PC1639	1	11/28/2022
0/28/2022			0037984398	145.34		9923PT624	1	11/27/2022
0/28/2022			0037984512	1,373.08		9923TK737		11/27/2022
0/28/2022		; [1]	0037964576	549.97		8923PC1789		11/27/2022
	Invoice	[[]	0037964659	119.99		99238UV74		11/27/2022
1/01/2022		1 [1]	0037866569	-129.99		SHOPSUPPLY		12/01/2022
1/01/2022		[[]	0037986640	161.46		9923PC1879		12/01/2022
1/01/2022			0037966641	131.89		0923TR264		12/01/2022
1/01/2022			0037966651	522.40		9923PT774		12/01/2022
1/01/2022			0037966763	184.91		9923PT720		12/01/2022
1/01/2022		[[]	0037966784	-161.46		9923PC1879	1	12/01/2022
/01/2022		IJ	0037986785	156.46		9923PC1879		12/01/2022
1/01/2022			0037966786	-156.46		9923PC1879		12/01/2022
1/03/2022			0037967967	30.90		9923PT642		12/03/2022
/03/2022			0037967988	185.12		9923PT782		12/03/2022
/03/2022			0037987990	265.10		9923TK779		12/03/2022
/04/2022			0037988827	558.08		9923PT073		12/04/2022
1/04/2022			0037969341	1,390.80		9923TK758		12/04/2022
1/07/2022 🔠			0037970845	35.08		9923SUV105		12/07/2022
/07/2022			0037970846	114.92		9923PT735		12/07/2022
/07/2022			0037970910	122.10		9923PC1789		12/07/2022
/08/2022			0037971342	145.34		9923TK714	I.	12/08/2022
/08/2022		[]	0037971512	161.64	161.64	9923TK715		12/08/2022
/09/2022 I			0037971848	105.17		9923PT822		12/09/2022
/10/2022			0037972516	145.34		9923PT760	1	12/10/2022
/10/2022			0037972548	129.25		9B23PC1720		12/10/2022
/10/2022 I			0037972789	572,64		8923T263		12/10/2022
/16/2022			0037978399	174.98		9923PT796		12/16/2022
/16/2022 1			0037978404	1,022.56		9923PT724		12/16/2022
/18/2022			0037976412	1,767.4B		9923TK737	1	12/16/2022
/16/2022 1			0037976414	158.88	158.88		İ	12/16/2022
	nvoice		0037876416	158.88	158.88		1	12/16/2022
	nvoice		0037976808	19.09		9923TK 7 02		12/17/2022
	nvolce		0037976901	15.29		9923PT624	1	12/17/2022
17/2022			0037976868	120.64		9923PC1587		12/17/2022
/17/2022 F			0037977070	-15.29		9923PT624	1	12/17/2022
/21/2022 h	nvoice	11 10	0037979428	155.79	155,794	9923PT844	1	12/21/2022

432 1 AB 0.537 E0388X 10584 011587295209 S2 P8825333 0003:0004

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Remit to: AutoZone, inc. PO Box 116067 Atlanta, GA 30368-6067 Phone: (866) 208-3385

Open Item Statement

Customer ID Statement Date:

000308344 07/31/2023

AUG 14 2023

CITY OF JACKSON 12/21/2022 12/23/2022 12/30/2022 \$38,232.67 " PAST DUE TEMS 91 - 120 121 - 180 \$0.00 \$0.00

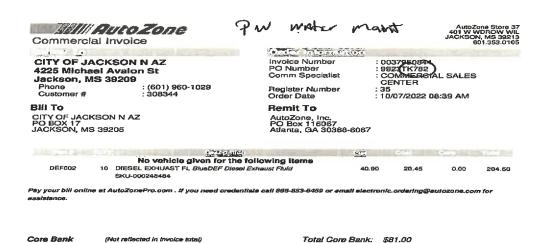
Please Include your Customer id and statement number on your check. ** To avoid suspension of your account, please pay any past due items upon receipt.

132 1 AB 0.537 E0388X 10686 D11687295209 82 P8925333 8004:0004

Page 4 of 4

\$38,232.67

\$0.00



MSDS can be ordered upon request The abneure below acknowledge customers agreement to be bound by the terms outlined in the AutoZone Commercial Guatomer Charge Account Agreement, as amended from time to time.

Subtotal

\$1.54

10

1 of 1

Pisco County Factor Total \$204.50

STAW

WIIIII AutoZone Commercial Return

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone Customer # (601)

(601) 960-1029 308344

Circle Information

Return Invoice Number Original PO Number Original Invoice Number Comm Specialist Register Number Order Date

: 0037927076 : 9925PT624 : 0037976901 : STEWART, DESTINY

: 35 : 11/17/2022 01:09 PM

UR

No vehicle given for the following items PS RETURN HOSE AS Duralest Return Hose Assembly SKU-000302357

15.29

0.00

-15.29

401 W WOROW WILL JACKSON, MS 39213 601.353.0105

Total Core Bank: \$22.00

MSDS can be ordered upon request.
The algorature below achieved been customer's agreement to be bound by the torns outlined in the AutoZone Commercial Customer Charge Account Agreement, as attended from time to lime.

AEHSXS

-\$15.29 Total Due

\$0.00 -\$15.29

Proc. (South) | Paris | Total

1 of 1

STAN

** SIIIIII AutoZone

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

Phone Customer #

: (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Order Information

Invoice Number PO Number Comm Specialist

Register Number Order Date

: 0037976412 : 9923(K737) : COMMERCIAL SALES CENTER : 35 : 11/16/2022 12:48 PM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

100 (CHI)

No vehicle given for the following items 000999396 4 78VD002 11R22516 Misc OSB SKU SKU-000999396

that coul core rotal 883.74 441.87

0.00 1,767.48

Pey your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic,ordering@autozon

Core Bank

(Not reflected in Involce total)

Total Core Bank: \$22.00

65-DLG

DURALAST GOLD BA

0037972516

8 2022-11-10 12378

Outstanding Cores over 3 days: \$22.00

22.00

MSDS can be ordered upon request

The signature below ecknowledges customer's agreement to be bound by the terms outlined in
the AutoZone Commercial Customer Charge Account Agreement, as meneded from time to time.

RANDY B-G AR CREDIT 30B34410570

AZC Savings (Place Count) Page Total

AG8UBR \$1,767.48 Total Due

\$1,767.48

4

Subtotal

WATER

WIIIIII AutoZone Commercial Invoice

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone
Customer # : 601)

: (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 38205

Ordar Information

Invoice Number PO Number Comm Specialist

Register Number Order Date

: 0037276808 - 99217K702 : COMMERCIAL SALES CENTER : 35 : 11/17/2022 08:22 AM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2008 Ford Truck F250 Super Duty P/U 2WD
5902 1 LOCKING FUEL CAP Duraliset Locking Fuel Cap
SKU-000857126

19.09

MSDS can be ordered upon request

The algname below acknowledges oustamen's agreement to be bound by the terms outlined in the AutoZone Commondsi Customer Change Acount Agreement, so emended from time to time,

AGRSC6

Tax \$19.09 Total Due

\$6.90

1 of 1

Azic Savings Risco Count Pape Total \$19.09

MININAUtoZone

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) Customer # : 30834

: (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

WATER

own Johnston

Invoice Number PO Number Comm Specialist

Register Number Order Date

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2007 Ford Truck F150 1/2 ton P/U 2WD

1 PS RETURN HOSE AS Duralest Return Hose Assembly
SKU-000302357

List Cost Com Total

: 0037976901 . 9921PT824 : COMMERCIAL SALES CENTER

: 35 : 11/17/2022 10:32 AM

Pay your bill online at AutoZonePro.com . If you need credentials call 865-853-6459 or email electronic.ordering@autozone.com for

AR CREDIT 30834410570 AH3NKE

Tax \$15.29 Total Due \$0.00 \$15.29

\$15.29

AZC Savings (Place Count) Page Total

Subtotal

\$2.20

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1 of 1

\$15.29

MINIAUtoZone Commercial Invoice

HONOLOGY HEALTH WATER CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

: (601) 980-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Order Information

Invoice Number PO Number Comm Specialist

: 35 : 11/16/2022 12:46 PM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

List God Corb Tales No vehicle given for the following items
000998396 4 90000061208 26565R17 Misc OSB SKU SKU-000999398

511,28 255.64 D.00 1,022,56

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

65-DLG

DURALAST GOLD BA 0037872516 12378 2022-11-10 22.00

MSDS can be ordered upon request:

The signature below acknowedges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Acount Agreement, as amended from hine to time.

GAMBY BOOK

Subtotal

\$1,022.56

Tax \$0.00
A6ZFPR \$1,022.56 **Total Due** \$1,022.56

\$0.00

4

1 of 1

AZC Savings Piece Count Page Total \$1,022.56

MINIMA DICOZONE

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

Phone Customer #

: (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

LUATER

Invoice Number
PO Number
Comm Specialist

Register Number Order Date

: 35 : 11/03/2022 09:16 AM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

H8-DLG DL3622-16-10 96FI-DLG 65-DLG

No vehicle given for the following items
00099396 1 2181953 26570R16 Misc OSB SKU SKU-000999396

0.00 185.12

Core Bank

(Not reflected in Invoice (otal)

\$98.00

Total Core Bank: | Control | Cont

MSDS can be ordered upon request the bound by the larms outlined in the AutoZone Commercial Customar Change Account Agreement, as emended from time to time.

AR CREDIT 30834410570

AZAUML

Subtotal Tax \$185.12 Total Due

AZC Savings Piece Count Page Total

MIIIII RutoZone

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) Customer # : 3083

: (601) 960-1029 : 308344

Bill To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number PO Number Comm Specialist Register Number Order Date

: 0037966661 : 992327774 : COMMERCIAL SALES CENTER

: 35 : 11/01/2022 11:07 AM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

THE CALCULATION SOFT

Lint Cost Cos Total

Core Bank

Hadig Duralast Gold Ba Disez-18-10 Duralast Al 968-DLG Duralast Gold Ba 65-DLG Duralast Gold Ba

MSDS can be ordered upon request

The signature below administrate customer's agreement to be bound by the minis outlined in
the AutoZone Continental Customer Chairte Account Agreement, as sometided from time to limit.

Romonida

AR CREDIT 30834410570

Tax \$0.00
30834410570 AGGBCM \$522.40 Total Due \$522.40
Total

\$0.00

1 of 1

MilliautoZone Commercial Invoice

Francia E CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

(601) 960-1029 308344

Bill To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 WATER

Order Information

Register Number Order Date

: 0037944512 : 9923TK737 : COMMERCIAL SALES CENTER : 35 : 10/28/2022 10:51 AM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

| No vahicle given for the following items | 1,373.06 | 686.53 | 0.00 | 1,373.06 |

Cast Cont Con From

– Pay your bill online at AutoZonePro.com . If you need credentials call 888-853-6459 or email electronic.ordering@sutozone.co assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

MSDS can be ordered upon request

The eignance below acknowlegas automers agreement to be bound by the terms cuttined in the AutoZone Commentin Customer Change Account Agreement, as emanded from like to time.

Subtotal

Tax \$0.00
— AR CREDIT 30834410570 AW1HR6 \$1,373.06 Total Due \$1,373.06

AZC Savings Piece Count Page Total \$0.00

2 1 of 1 \$1,373.06

WilliautoZone

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209

Phone Customer #

: (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Onder information

Invoice Number PO Number Comm Specialist

: 0037964396 : 9924PT624 : COMMERCIAL SALES CENTER

: 35 : 10/28/2022 08:19 AM

Register Number Order Date Remit To AutoZone, Inc. PO Box 118067 Atlanta, GA 30368-6067

2007 Ford Truck F130 1/2 ton P/U 2WD

1 DURALAST GOLD BA Duratest Gold Battery SKU-000053433

Core deferred amount: \$22.00 Core Due Date: 10/31/2022

(Not reflected in invoice total)

Total Core Bank: \$98.00

MSDS can be ordered upon request

The signature below echnowledges customer's greenest to be bound by the terms authined in the AutoZone Commercial Customer Charge Account Agreement, as emended from time to time.

AR CREDIT 30834410570 AUT213 \$145.34 **Total Due**

Subtotal

\$145.34

\$64.65

1

1 of 1

AZC Savings Plece Count Page Total \$145.34

ACTALL

SIIIII SUCOZONE Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone Customer # : 601)

: (601) 960-1029 : 308344

BIII TO CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Order Intermedica Invoice Number PO Number Comm Specialist

: 0037968471 : 9923PT632 : COMMERCIAL SALES CENTER : 35 : 10/26/2022 03:07 PM

Register Number Order Date Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$54.00

MSDS can be ordered upon request

The algorithe before subnovisityes outcomers agreement to be bound by the terms outlined in
the AutoZone Commercial Customer Charge Account Agreement, as amended from thise to time.

AR CREDIT 30834410570

AUSHEC

Subtotal Tax \$200.90 Total Due

0037963471102822C

AZC Savings | Piece Count | Page | Total | \$138.07 | 3 | 1 of 1 | \$200.90

Wor

Commercial Invoice

CITY OF JACKSON N AZ
4225 Michael Avaion St
Jackson, MS 39209
Phone
Customer # . 30834

: (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Order Information Invoice Number PO Number Comm Specialist

Register Number Order Date

: 35 : 10/26/2022 09:54 AM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Core Bank

(Not reflected in Invalce total)

Total Core Bank: \$22.00

MSDS can be ordered upon request

The signiture below acrosseledge outcomers agreement to be bound by the forms audited in
the AudoZone Commercial Guistoner Charge Appoint Agreement, as emended from time to time.

Subtotal AS2WTS \$275.27 Total Due

\$275.27 \$0.00 **\$275.27**

\$114.21 2

Ave savings Price Count Pres Total

1 of 1

\$275.27

MIIIII AUTOZONE Commercial Return

CITY OF JACKSON N AZ 4225 Michael Avalon St Phone : (601) 960-1029
Customer # : 308344

Order information

WATER

Return Invoice Number
Original Invoice Number
Original Invoice Number
Comm Specialist
Register Number
Order Date

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No vehicle given for the following items

EGR267 -1 EGR VALVE Duralast EGR Valve SKLL-000202020

that Park Street Spring

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$156.00

MSDS can be ordered upon request.

The signature below activaried ps customar's agreement to be bound by the terms outlined in the AuscZone Commercial Customer Charge Account Agreement, as emended from time to time.

AR CREDIT 30834410570 A8DRBF -\$47.00 Total Due -\$47.00

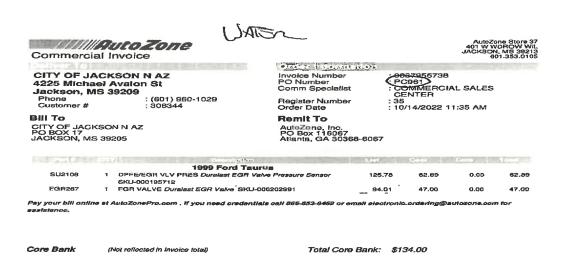
\$0.00

Place Count Page Total

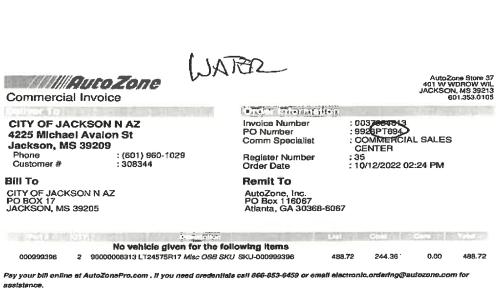
1

1 of 1

-\$47.00







(Not reflected in Involce total)

MSDS can be ordered upon request

The eignature below acknowledges customer's agreement to be bound by the torms autimed in the AutoZone Commercial Quictorian Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

\$0.00

Tax ADBWXR \$488.72 Total Due

Subtotal

\$488.72 \$0.00 \$488.72

ALC Savings Place Count Page Total

2

1 of 1

Total Core Bank: \$102.00

\$488.72

Core Bank

WATER Willimozone Commercial Return

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (801) 960-1029
Customer # 308344

Return Invoice Number conginal PO Number conginal Invoice Number comm Specialist Register Number corder Date construction
Green Information

No vehicle given for the following items
58-DLG -I DURALAST GOLD BA Duralast Gold Battery
SKU-000232743 ECOLOR DE CONTRA THE RESERVE OF THE PARTY OF THE 0.00 -145.34 146.34

Core Bank DURALAST STARTER DURALAST GOLD BA DURALAST PLATINUM DURALAST PLATINUM 2022-10-04 0037948926 0037950304 0037950378 DL34445 24F-DLG AUX14 H6-AGM 2022-10-08

MSDS can be ordered upon request The signature below sciencestopes existency agreement to be bound by the sums outlined in the AutoZone Commental Customer Charge Account Agreement, as emended from time to time.

\$0.00 -\$145.34 Tax -\$145.34 Total Due AR CREDIT 30834410570

Piece Count Page Total 1

1 of 1 -\$145.34

WATER

All AutoZone Commercial Invoice

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

BIII To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Involce Number :
PO Number :
Comm Specialist :
Register Number :
Order Date :

: 0037950304 : 9923(PT679 : JORDAN, WESLEY : 35 : 10/06/2022 10:40 AM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2009 Nissan/Datsun Truck Titan 2WD

1 DURALAST GOLD BA Duralest Gold Battery SKU-000832:

Core deterred amount: \$22.00 Care Due Date: 10/09/2022

145.34 Deferred

Pay your bill online at Auto2

Core Bank (Not reliected in invoice total)

Total Core Bank: \$37.00

MSDS can be ordered upon request
The alignature balow notational edges customer's agreement; to be based of the terms outlined in the AutoZone Commencial Customer Charge Account Agreement, as amended from time to stres.

\$64.65

ATGOZB

Tax 8145.34 Total Due

Subtotal \$145.34

145.94

AZC Savings Plece Count Page Total

1 of 1

\$145.34

WATER MIIIII PutoZone CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209 Phone : (601) Customer # : 3083 : 003/885082 : 99210[FR]84 : COMMERCIAL SALE CENTER : 35 : 06/29/2022 01:28 PM : (601) 960-1029 : 308344 Register Number Order Date Bill To Remit To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067 No vehicle given for the following items 000999396 4 SUM5533468 21575R17 Misc OSB SKU SKU-000899398 0.00 1,691.60

Total Core Bank: \$66.00

MSDS can be ordered upon request

The eignature below acknowledges customer's agreement to be bound by the terms outlined in
the AutoZone Commercial Customer Charge Account Agreement, we amended from time to time.

DURALAST GOLD BAT 0037881917 12107 2022-06-24 22.00
Outstanding Cores over 3 days: \$22

Subtotal Rando Jamo AR CREDIT 30834410570 Tax
AF8P9U \$1,691.60 Total Due \$1,691.60 EXECUTE WIND Total \$0.00 1 of 1 \$1,691.60 4

MINIMAUtoZone

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

: (601) 960-1029 : 308344

(Not reflected in involce total)

Bill To

Core Bank

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

WATER

Involce Number
PO Number
Comm Specialist

Register Number Order Date

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items 000999396 2 991302 195L24 Misc OSB SKU SKU-000999398

1,401.00 700.50 0.00 1,401.00

: 35 : 06/30/2022 02:54 PM

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

Zanary Juno

AR CREDIT 30834410570

AJDSTT

Wite Savings Pieces Count People Total

Tax \$1,401.00 Total Due \$0.00 **\$1,401.00**

\$0.00

2

1 of 1

\$1,401.00

DATER WILLIAM COZONE Commercial Invoice Order Enformation CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Invoice Number PO Number Comm Specialist : (601) 960-1029 - 308344 Register Number Order Date : 35 : 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 THE PART | 807 | THE No vehicle given for the following items
000999396 1 MXSTP00319100 23570817 Misc OS9 SKU SKU-000999396 400.84 200.42 0.00 200.42

MSDS can be ordered upon request

The signature below exhaustiques customer's agreement to be bound by the ferms outlined in
the AutoZone Commercial Gustomer Charge Account Agreement, as emmended from thire to firms.

Subtotal Randy James AR CHEDIT 30834410570 Tax \$200.42 Total Due AZC Savings Place Count Page Total

003788979907703220 \$0.00 1 of 1 \$200.42

MIIII///////////AutoZone Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) Customer # : 3083

: (601) 960-1029 : 308344

Bili To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

() MER

Invoice Number PO Number Comm Specialist

: 0037906268 : 99210PT724 : COMMERCIAL SALES CENTER

The Part Control of the Pa

Register Number Order Date Remit To

: 35 : 08/02/2022 10:23 AM

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2011 Dodge/Ram Truck Dakota Big Horn 2WD

1 DURALAST GOLD BA Duralast Gold Battery SKU-000053433

Core deferred amount: \$22.00 Core Due Date: 08/05/2022

145.34 Deferred

Core Bank (Not reflected in invoice total) Total Core Bank: \$98.00 DURALAST PLATINUM 0037904107

DURALAST PLATINU 0037904107 12162 2022-07-29 22.00 12161 2022-07-29 22.00

ting Cores over 3 days: \$44.00

MSDS can be ordered upon request

The eignanue below acknowledges cardinet's agreement to be bound by the terms outlined in the AutoZone Commercial Gustomer Change Account Agreement, as emercial from time to time.

Rangon

AR CREDIT 30834410570

AD09AU \$145.34 Total Due

Subtotal

\$145.34 \$145.34

AZC Savings | Piece Count | Page | Total \$54.65

1 of 1

\$145.34

MININA BUTOZONE Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209 Phone (601) Customer # : 3083

(601) 960-1029 : 308344 Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Intermetton Invoice Number PO Number Comm Specialist

Register Number Order Date

CENTER

: 35 : 07/14/2022 08:51 AM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

DESIGNATION OF		No vehicle given for the following Items			Can bear	
AXA0B3 SBOAXA	12	AUTOZONE AF FS AutoZone Full Strength Antifreoze/Coolant SKU-000000367	26.86	6. 99	0.00	107.88
		DEAL: Save on Antifreeze You saved \$53.28				
AXA083	6	AUTOZONE AF FS AutoZone Full Strength Antilreeze/Coolant	26.86	9.99	0.00	59.94
SXA0B3		SKU-00000387 DEAL: Save on Antifresse You saved \$20.64				
STPHME10W301Q	48	STP 10W-30 STP High Mileage 10W-30 Motor Oil SKU-000811783	11.74	4.09	0.00	196.32
		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-RPC-10		DEAL Seve on You seved \$25.92				

Pay your bill online at AutoZonePro.com . If you need credentials call 886-253-6459 or email electronic.ordering@autozone.com for assistance

& anny Specito

AR CREDIT 30834410570 ACRM32 \$471.78 Total Due \$471.78

Subtotal

\$0.00

102

1 of 1

\$471.78

UATER MIIIII BUTOZONE

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209

Phone Customer #

: (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Crear intermedien : 0037887406 : 99210PT63 : COMMERCIAL SALES CENTER : 35 : 08/03/2022 01:54 PM

Invoice Number PO Number Comm Specialist

Register Number Order Date

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6087

Interest in our least to 2007 Ford Truck Ranger 2WD
DLT-18 2 DURALAST AERO TR Duralast Wiper SKU-000280479

Carl Con Con Con Con

36.18 18.09 0.00 36.18

Pay your bill onli

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$54.00

MSDS can be ordered upon request

The eignature below acknowledges customer's agreement to be bound by the terms outlined in
the AutoZene Commercial Customer Change Account Agreement, as amended from time to time.

AR CREDIT 30834410570 AWZ754

Subtotal \$36.18 Tax \$36.18 Total Due

AZC Savings Place Count Page Total

1 of 1

WATER Sall Ausozone Commercial Invoice CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209 Invoice Number : PO Number : Comm Specialist : : 0037916224 : 99210PT748 : COMMERCIAL SALES CENTER : (601) 860-1029 : 308344 Register Number Order Date : 35 : 08/17/2022 10:12 AM Bill To Remit To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 38205 AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6087 2011 Ford Truck F-250 Super Duty XL 2WD
65-DLG 1 DURALAST GOLD BA Duralast Gold Battery SKU-000053433
555-DLG Core deferred amount: \$22.00 Core Due Date: 08/20/2022 List Cost Core Total (Not reflected in invoice total) Core Bank Total Core Bank: \$66.00

MSDS can be ordered upon request.
The eigneture below acknowledges cattorier's agreement to be bound by the terms eutlined in the AutoZone Commencial Gustomer Charge Account Agreement, as severable from time to time. Subtotal Tax
AR CREDIT 30894410570 ABSHC7 \$145.9 Total Due

HEALTH MAIN IN IN THE REAL PROPERTY.

Subtotal

\$145.34 \$145.34

AZO Savings Place Count Faris Total \$54.65

1

1 of 1

\$145.34

Commercial Invoice

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

WARD

Cacler intermetten

Invoice Number PO Number Comm Specialist

: 0037916278 : 9921 (TK738) : COMMERCIAL SALES CENTER : 35 : 08/17/2022 11:35 AM

Register Number Order Date

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items

000999396 1 HAN 3002449 12R225 HANK00K AH37 AP HI Misc OSB SKU 1,748.74 874.37 0.00 874.37

SKU-000999396

THE COST COST TOURS

Pay your bill online at AutoZonePro.com . If you need credentials call 886-853-6459 or email electronic.ordering@autozone.com for

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 Commencial Outcome Charge Account Agreement, as amended from time to time.

Randy System AR CREDIT 30834410570 A1K3FC S874.37 Total Due

\$874.37

AZC Savings Piece Count Page Total \$0.00

1

1 of 1

\$874.37

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone (601) Customer # : 3083

65-DLG 655-DLG

: (601) 960-1029 : 308344

BIII To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number : PO Number : Comm Specialist : : 0037917429 : 8921017737 : COMMERCIAL SALES CENTER

Register Number Order Date

: 35 : 08/19/2022 09:38 AM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2011 Ford Truck F-150 XL 2WD

1 DURALAST GOLD BA Durelast Gold Battery SKU-080053433

Care deferred amount: \$22.00 Core Due Date: 08/22/2022

Core Bank

(Not reflected in invoice lotal)

Total Core Bank: \$88.00

MSDS can be ordered upon request

The alignature below automoreligies customer's agreement to be bound by the forms outlined in the AutoZana Commercial Customer Change Apound Agreement, we anadded from time to time.

Vita M. Pick A

Subtotal

\$145.34 \$0.00 **\$145.34**

MZC Savings Rece Count Page Total \$54.65

1 of 1

\$145.34

MINIAUTOZONE Commercial Invoice

MATTER

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

Under Information Invoice Number PO Number Comm Specialist Register Number Order Date

: 0037957727 : 99210PT748 : STEWART, DESTINY : 35 08/19/2022 02:28 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

65-DLG

No vehicle given for the following items
1 DURALAST GOLD BA Duralast Gold Battery SKU-000053433

290.68

22.00 22.00

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 Cammercial Customer Charge Account Agreement, as amended from time to litre.

Cone Distensins

AR CREDIT 30834410570

A78F1S

Tax \$22.00 Total Due

Subtotal

\$22.00 \$0.00 **\$22.00**

c_EN_US 3.0.4.py

\$0.00

1

1 of 1

AZC Savinds Place Count Page Total \$22.00

WATER Commercial Invoice

: (601) 960-1029 : 308344

Invoice Number
PO Number
Comm Specialist
Registor Number
Order Date

: 0037926313 : 99210P1765 : STEWART, DESTINY : 35 : 08/24/2022 01:18 PM

35.19

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) Customer # : 3083 BIII To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2012 Ford Truck F-150 FX2 2WD

DG1602 1 DURALAST GOLD PA *Curaisst Gold Brake Pade*SKU-000511230

35.19

0.00

AutoZone Store 37 401 W WDROW WIL JACKSON, MS 39213

MSDS can be ordered upon request

The alphalure below authorisidest sustaments apresented to be bound by the terms outlined in the AutoZone Communité Custome Valenge AutoZone Communité Custome to Unio.

AR CREDIT 30834410570

AABEWE

Subtotal Tax \$35.19 Total Due

\$17.80

The Place County

1 of 1

\$35.19

Frederick's

1006 Old Highway 471 Sranden, MS 39042 601-824-6074 frederickssales.com

6.1

WHEN STIHL

INVOICE

Invoice: 01-81720 Date: 8/2/2023

PO: 99230356 Custld: CiTY3

960-1016 or 960-1019 main # (601) 960-1038 Griffin F David F

Bill To: City of Jackson City of Jackson Finance Division

P.O. Box 17 Jackson, MS 39205-0017

Ship To:

Equipment# TMR1137

Qty Tax 1.0000 Item Type Description 511010601 PA RED - PT104 plus 4" Tep Head Discount Net Price

Totals

Sub Total: Total Tax:

\$44,99

Forms of Payment Type Charge Description
Customer Id: CITY3

Amount \$44.99 Total Forms of Payment:

lance Due On This invoice: \$44,99

RECFIVE

AUG 3 1 2023

CITY OF LAURE FINANCE DIVISION

meter

ALL SALES RELATED TO STORMS ARE FINAL, NO REFUNDS! Thank you for the purchase of a new piece of equipment from us. We appreciate you showing 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.



1808 Old Highway 471 Brandon, M3 39042 801-824-0074 frederickssales.com



Marian STIHL

SERVICE INVOICE

Invoice: 01-79953 PO: 99230316 Date: 7/14/2023 PO: 99230316 Custid: CITY3

Cust Email: 980-1016 or 960-1019 main #
Phone: (601) 980-1038
Salesperson: Griffin F
User: Griffin F

City of Jackson
City of Jackso

6/23/2023: INANCE DIVISION

ATT UT JACKSON

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
Call							
		Call Steve Williams 601-960-1568 -get ready for use					
		GM Serviced the engine. Greased. Put some line in the spool. Tested.					
		JM called and left vm for Stave williams					
	BL	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		\$8,25
607930701	PA	RED - Filter	1.0000		\$9.59		\$9.69
	SS.	Enviro/Shop Supplies	1.0000		\$2,28		\$2.21
					Segr	nent Total:	\$52.91

Totals Sub Total: Total Tax: \$52.91

Forms of Payment Description Customer id: CiTY3 Total Forms of Payment:

Balance Due On This Invoice: \$52.91

Signature: S. Mcclenty

Frederick's 1006 Did Highway 471 Brandon, MS 38042 601-824-0074 frederickssales.com

Number 1

menen STIHL

SERVICE INVOICE

Cust Email: 980-1016 or 980-1019 main # (801) 980-1038 Salesperson: Griffin F Griffin F

Ship To: City of Jackson

BBI To: City of Jackson City of Jackson Finance Division P.O. Box 17 Jackson, MS 39205-0017

6/23/2023 01-83410

Glann M 83410

BCZ3060TS

Item	Type	Description	Qty Tan	Price Discount	Net Price
Call	7,700				
		Call Steve Williams 601-960-1668 -get ready for use			
		GM Serviced. Greened. Replaced the bump head, it was war	oed and had a vibration. Teste	d.	
		JM called and left vm for Stave williams			
	SL	Shop Labor-Customer	0.3600	\$65.00	\$30.60
9025	PA	ROT - FUEL FILTER REPLACES WALD	1,0000	\$5.19	\$8.19
10188	PA	ROT - SPARK PLUG NGK CMR7H	1.0000	\$5.25	\$5.25
511010601	PA	RED - PT104 plus 4" Tap Head	1,0000	\$44.89	\$44,99
	98	Enviro/Shop Supplies	1,0000	\$3.87	\$3.87
				Segment Total:	\$89.90
			1 mly north		#20 An

Labor: Parta:

Sub Total: Total Tax: Forms of Payment
Type Description
Charge Customer ld: CITY3

Signature: S. McClert

WARTEN HOS BURE

PW/Engineering

MIIIIII AutoZone Commercial Invoice

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone (601)
Customer # :3083

: (601) 960-1029 : 308344

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Orderintennation

Register Number Order Date

: 35 : 11/01/2022 12:49 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items 00099398 1 2181953 28570R16 Mise OSB SKU SKU-00099998

369.82 184.91 0.00 184.91

Pay your bill online at AutoZonePro.com . If you need credentials call 886-859-6459 or email electronic.ordering@autozone.com for assistance.

HB-DLG DL3622-16-

(Not reflected in involce total)

DURALAST GOLD BA 0037963185

DURALAST AL 0037963487

DURALAST GOLD BA 0037963850

DURALAST GOLD BA 0037964896

12344 2022-10-26 12345 2022-10-26 12349 2022-10-27 12350 2022-10-28

MSDS can be ordered upon request

The eigneaure below acknowledges customer's agreement to be bound by the teams outlined in the AutoZone Commencial Costomer Change Account Agreement, as emented from time to kine.

Subtotal

DE BLOOD E AL 1880 EE AL 1880 TA AL 1880 DE AL 1880 DE AL 1880 DE AL

AZC Sevings | Place Count | Page | Total \$0.00

1 of 1

\$184.91

Koman & CULTURE SERVES

Mall AutoZone Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St

Jackson, MS 39209

: (601) 960-1029 : 308344

Phone Customer#

DLF14

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Order fatormation

Invoice Number PO Number Comm Specialist

: 0037913468 : 99210PC1763 : COMMERCIAL SALES CENTER

Register Number Order Date

: 35 : 08/23/2022 12:00 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2014 Nissan/Datsun Verea 1.6 SL

DURALAST FLEX WI Duralast Flex 24" Wiper Blade
SKU-000343581

DUBALAST FLEX WI Duralast Flex 24" Wiper Blade Soil Control of the Control Me Sint God Tole

1 DURALAST FLEX WIP Duralast Flex 14" Wiper Blade SKU-000461145

37.03 18.52 0.00 31.21

18.52 0.00 15,61

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6458 or email electronic.ordering@sutozone.com for

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$65.00

Subtotal \$34.13

eZC Savinga Piece Count Page Total \$11.85

2 1 of 1

\$34.13

LANDFILL

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) Customer # : 3083

: (601) 960-1029 : 308344

ви то

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number PO Number Comm Specialist

Register Number Order Date

: 35 : 11/03/2022 09:18 AM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

CONTRACTOR STATES No vehicle given for the following items

1 15W40 DIL 15W40 DELO Misc OSB SKU SKU-00099998 530.20 265.10 0.00 265.10

Littl Cost Cost Total

'ay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or en saistance.

Core Bank

(Not reflected in Invoice total)

Total Core Bank: \$98.00

DURALAST GOLD BA DURALAST AL DURALAST GOLD BA DURALAST GOLD BA H8-DLG DL3622-16-10 96H-DLG 65-DLG

MSDS can be ordered upon request.

The signature balow actinowhedges austomor's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Chings Account Agreement, as amended from time to time.

AR CREDIT 30834410570

\$265.10 \$0.00 **\$265.10** Subtotal

ADZYNA

Tax \$265.10 Total Due AZC Savings Place Count Page Total

\$0.00

-11

1 of 1

\$265.10

CANDFILL

MINIMUTOZONE Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

DG1047 DG1047

(601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Order friendler

Invoice Number PO Number Comm Specialist Register Number Order Date

: 00379-56318 9923 SUV0050 : JORDAN, WESLEY : 35 : 10/06/2022 11:16 AM

Let Cost Cost Total

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2010 Ford Truck Escape XLT 2WD

1 DURALAST GOLD PA Duralizat Gold Brake Pads
SKU-000649139

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$37.00

MSDS can be ordered upon request
The algorithm below administration customer's igneriment to be bound by the terms outlined in the AutoZone Commandel Customer Charge Account Agreement, se smanded from time to time.

AR CREDIT 30834410570

Tax \$34.99 Total Due AZC Savings Piece Count Page Total

Subtotal

\$21.50

1

1 of 1

\$34.99

- MIIII AutoZone Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

(601) 960-1029 308344

ВШ То

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Part P (RIV)

Park maint

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items

No vehicle given for the following items

1 MST MAX49T \$120575R15 Misc CSB SKU SKU-00099996 263.78 131.89 0.00 131.89 Cos Core Tale

Psy your bill online at AutoZonePro.com . If you need credentials call 866-513-5459 or email electronic.ordering@autozone.com for

Core Bank

H8-DLG DURALAST GOLD BA 0037963185
DISB22-16-10 DURALAST AL 0037963971
958-DLG DURALAST AL 0037963971
958-DLG DURALAST GOLD BA 0037963964
65-DLG DURALAST GOLD BA 0037964396

Total Core Bank: \$98.00 5 12344 2022-10-26 22.80-12345 2022-10-26 32.00-0 12345 2022-10-27 22.00-6 12350 2022-10-28 22.00

MSDS can be ordered upon request.

The alphature below actionwhiches customers agreemen to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as emercial from time to time.

Subtotal Subtotal Tax
AR CREDIT 30834410570 A08SN1 \$191.89 Total Due

AZC Sevings Place Count Page Total \$0.00

1 of 1 \$131.89

AM////AutoZone

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Park maint

Order Edicomedica Invoice Number PO Number Comm Specialist

: 0037954599 : 9923 R274 : COMMERCIAL SALES CENTER

Register Number Order Date

: 35 ; 10/12/2022 02:20 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items
000999396 4 ST1947 ST22575R16 Misc OSB SKU SKU-000999396

Cost Cost

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 AutoZano Commencial Customer Change Account Agreement, as amended from time to time.

Keeney In-

Subtotal \$438.76
Tax \$0.00
AR CREDIT 30834410570 APX05J \$438.76 Total Due \$438.76

AZC Savings | Piece Count | Page | Total

\$0.00

\$438.76

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209 Phone : (601) Customer # : 3083

Bill To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 Park maxt
Invoice Number : 992
Comm Specialist : CO

: 0037965867 : 9921TR303 : COMMERCIAL SALES

Register Number Order Date

: 35 : 10/14/2022 01:04 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items
000993396 4 SY1961 ST23580R16 Misc OS9 SKU SKU-000993396

250,28 125.14 0.00

500.56

Pay your bill onlir

Core Bank

(Not reflected in invoice total)

Total Care Bank: \$134.00

MSDS can be ordered upon request

The signature below actimateleges customer's agreement to be bound by the terms outlined in
the AutoZone Commercial Dustomer Charge Acoust Agreement, as amonded from time to time.

AR CREDIT 30834410570

AXA5KM

Subtotal Tax \$600.56 **Total Due**

\$500.56

AZC Savings (Pleos Count) Page Total \$0.00

1 of 1

\$500.56

MIII///AutoZone Commercial Invoice

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

PARK maint

Octa Montation

Invoice Number PO Number Comm Specialist

: 0037954582 : 992778269 : COMMERCIAL SALES CENTER : 35 : 10/12/2022 01:58 PM

Register Number Order Date

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items
00099398 4 ST1947 ST2255R15 Misc OSB SKU SKU-000999398

ne at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$102.00

MSDS can be ordered upon request

The signature below acknowledges contained agreement to be bound by the terms outlined in
the AutoZone Commercial Customer Charge Account Agreement, se amended from time to time.

Radio and AR CREDIT 30834410570

A77DT4

\$438.76 Total Due

Subtotal

4

AZC Savings Piece Count Page Total

Commercial Invoice

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone
Customer # :308344

Phone
Customer # :308344

CITY OF JACKSON N AZ
Phone
Customer # :308344

CITY OF JACKSON N AZ
Phone
Customer # :308344

CITY OF JACKSON N AZ
POBOX 176057
Altianta, GA 30368-6067

Per Jackson N AZ
POBOX 176057
Altianta, GA 30368-6067

Per your bill online at AutoZanePro.oam . If you need aredentials call 866-853-8459 or email electronia.ordering@eutozone.com for needstance.

Core Bank (Not reflected in evolce total) Total Core Bank: \$76.00

MSDS can be ordered upon request The slaneage below ecknowledges customer's agreement to be bound by the serms autimed in the AutoZane Communical Clustomer Chatge Account Agreement, see amended from time to time,

Subtotal \$145.34

Tax \$0.00

AR CREDIT 30834410570 A9U2U7 \$145.34 Total Due \$145.34

0037983850102722C Total

BULE BULLETONE

Carlo Salva

Commercial Return

CITY OF JACKSON N AZ

4225 Michael Avalon St

Jackson, MS 39209

Phone : (601) 960-1029
Customer # : 308344

Return Invoice Number : 0037945643

Original PO Number : 99210PC1874

Original Invoice Number : 0037945777

Comm Specialist : STEWART, DESTINY

Register Number : 35

Order Date : 09/30/2022 09:48 AM

Order information

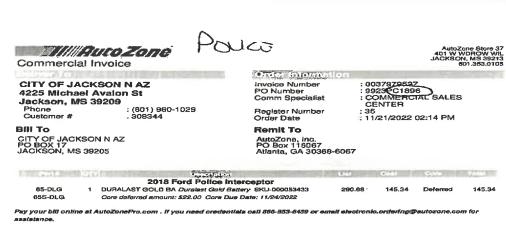
Core Bank (Not reflected in invoice total) Total Core Bank: \$40.00

MSDS can be ordered upon request.

The signature below acknowledges customar's agreement to be bound by the renne outlined in the AutoZone Commercial Outstoner Charge Account Agreement, as emercial from time to time.

Subtotal -\$36.19 Tax \$0.00
AR CREDIT 30834410570 AS4Y9W -\$36.19 **Total Due -\$36.19**

7 1 1 of 1 -\$36.19



(Not reliected in invoice total)

\$145.34 \$0.00 **\$145.34** Tax \$0
AR CREDIT 30834410570 AL3NGB \$145.34 Total Due \$145

Total Core Bank: \$44.00

00379795271121220

\$64.65

1

1 of 1

\$145.34

MIIII AutoZone Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

: (601) 960-1029 308344

Bill To

Core Bank

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Police

Invoice Number PO Number Comm Specialist Register Number Order Date

: 0037917731 99210 C 876 : STEWART, DESTINY : 35 : 08/19/2022 02:29 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items

DURALAST PLATINU Duralest Platinum Battery
SKU-000319459

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request

The algraphre below acknowledges customers agreement to be bound by the terms outlined in the AutoZone Commental Customer Charge Account Agreement, as emented from time to time.

Core DStemana

AR CREDIT 30834410570

AR7KOH

Tax \$22.00 Total Due AZC Savings Place County Place Total

Subtotal

\$0.00 **\$22.00**

\$0.00

1

1 of 1

\$22.00

Commercial Invoice CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone (601) 960-1029
Customer # 308344 Order Information Invoice Number PO Number Comm Specialist Register Number Order Date BIII To Remit To AutoZone, Inc. PO Box 118067 Atlanta, GA 30368-6067 CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 2010 Dodge Avenger R/T
26-DL 1 DURALAST Duralest Battery SKU-000249474 241.28 120.64 Deferred 120.64
Core deferred amount: \$22.00 Core Due Date: 11/20/2022 Core Bank (Not reliected in invoice total) Total Core Bank: \$22.00

MSDS can be ordered upon request.

The algorithm below acknowledges customer's agreement to be bound by the terms outlined in the AutoZona Commencial Customer Change Account Agreement, as aniended from time to time.

Subtotal
Tax
AR CREDIT 30894410570
A678KX
\$120.64 Total Due

\$120.64

\$59.35

Azc Savings Piece Count Fage Total 1 of 1

\$120.64

BANKAUTOZONE

Commercial Invoice The Territor

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Bili To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 POLICE

Once information

Involce Number PO Number Comm Specialist Register Number Order Date

: 0037972548 : 9921PC1720 : STEWAHT, DESTINY : 35 : 11/10/2022 08:34 AM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Section Charles

Fin Con Con Told

ay your bill online at AutoZonePro.com . If you need credentlais call 866-853-6459 or e satstence.

Core Bank

Total Core Bank: \$44.00

65-DLG DURALAST GOLD BA 0037984398 12350 2022-10-28 22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The signature before actions/segles outstand's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Chapp Account Agreement, as amended from lime to time.



AR CREDIT 30834410570 A6YW8F \$129.25 **Total Due** TAXC Savings Pierce Count Page Total

Subtotal

\$129.25

\$0.24

11

1 of 1

\$129.25

WilliautoZone

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

(601) 960-1029 : 308344

Biii To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

PULICE

किन्तुहर का जनसङ्ग्रहरू

Invoice Number PO Number Comm Specialist

: 00379271846 : 9926PT822 : COMMERCIAL SALES CENTER

Register Number Order Date

: 35 : 11/09/2022 08:30 AM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2015 Ford Truck F-150 XL 2WD

1 DURALAST GOLD PA Duralast Gold Brake Pads
SKU-000511230

1 DURALAST GOLD PAD Duralast Gold Brake Pads
SKU-000749798

0 URALAST GOLD PAD DURALAST GOLD BRAKE PADS DESCRIPTION OF THE PERSON OF T DG1602 70.38 35.19 0.00 35.19 DG1790 89.98 34.99 0.00 34.99 DG1414 DG1414 PURALAST GOLD PA Duralest Gold Brake Pada SKU-000964378 69.98 34.99 0.00 34.99

Pay your bill o assistence.

Core Bank

65-DLG

(Not reflected in invoice total)

DURALAST GOLD BA

O

Total Core Bank: \$22.00

0037964396 12350 2022-10-28 22.00 Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request

The eignature below acknowledges customers agreement to be board by the terms outlined in the AutoZone Commorpial Customer Chapta Absoluti Agreement, as emended from time to time.

ROW

0037971846110922C

\$64.30

3

AZC Savings Piece Count Page Total 1 of 1

\$105.17

Pouce

MIIII PutoZone Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

Phone Customer #

: (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number
PO Number
Comm Specialist
Register Number
Order Date

: 0037970846 : 9928PT735 : STEWART, DESTINY : 35 11/07/2022 12:25 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2011 Ford Truck Ranger XL 2WD

1 TRANS FILTER KI Champ Transmission Filter SKU-000143883 TF213 1 TRANS FILTER KI Champ
TF213
STPMERCV1OT 12 STP MERCON STP Mercon V Automatic Trans Fluid
SKU-000811754

Core Bank

(Not reliected in invoice total)

Total Core Bank: \$22.00

65-DLG

DURALIAST GOLD BA: 0037964396 12350 2022-10-28 22.00

MSDS can be ordered upon request

The signature below acknowledges customers agreement to be bound by the terms outlined in
the AutoZone Commencial Customer Cherge Absourt Agreement, as amended from time to time.

AR CREDIT 30834410570

AEZX2F

\$114.92 Total Due

\$114.92

AZC Savings Place Count Page Total

Police WIIIIII AutoZone Commercial Invoice CITY OF JACKSON N AZ
4225 Michael Avaion St
Jackson, MS 39209
Phone
Customer # (601) 960-1029 Oxder in tomnation Invoice Number PO Number Comm Specialist Register Number Order Date : 35 : 11/07/2022 01:48 PM Bill To Remit To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067 No vehicle given for the following items

12 8700 THROTTLE BODY CLEANER Misc OSB SKU
SKU-000999396 122.16 85 DLG DIHIALAST LIGHD BA 0037984398 12350 2022-10-28 22.00

Outstanding Cores over 3 days: \$22

MSDS can be ordered upon request

The eligibiture below eclarishingless customer's agreement to be board by the terms outlined in the AutoZone Commercial Customer Change Account Agreement, as amended from time to time.

\$122.16 Subtotal Subtotal Tax
AR CREDIT 30834410570 AH2YX8 \$122.16 Total Due AZC Savings Piece Count Page Total

\$0.00

12

1 of 1

\$122.16

38////AutoZone Commercial Invoice

Pour

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

Greier Information Invoice Number PO Number Comm Specialist Register Number Order Date

: 0037979845 : 9923SUV105 : STEWART, DESTINY : 35 : 11/07/2022 12:25 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items

SA10957 1 STP AIR FILTER STP Air Filter SKU-000254198

CAF1890P 1 STP CABIN AIR F STP Cabin Air Filter SKU-000700993 11 150 1 105

Pay your bill online at AutoZomePro.com . If you need credentials call 866-853-6459 or email electronssistance.

Total Core Bank: \$22.00 Core Bank (Not reflected in Invoice total) 65-DLG DURALAST GOLD BA 0037984398 12350 2022-10-28 22.00

MSDS can be ordered upon request.

The eignsture below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as emended from time to time.

Subtotal AR CREDIT 30834410570 A3KUE6

\$35.08 Total Due

\$0.00 \$35.08

D037970845110722C

\$4.90

2

1 of 1

AZC Savings (Flace Count) Page Total

\$35.08

Commercial Return

Pouco

-67.00

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone (601) Customer # (3083

(601) 960-1029 308344

Return Invoice Number 0037986786
Original PO Number 9928 2 1879
Original Invoice Number 037986785
Comm Specialist STEWART, DESTINY 35
Order Date 11/01/2022 01:05 PM

Crider information

No vehicle given for the following items

1 CONTROL ARM FRT Duralast Control Arm
SKU-000897415

1 CONTROL ARM FT LW Duralast Ball Joint
SKU-000847246 EAST COST COST TOTAL UR 0.00 UR 134.00 CA5085 67.00 0.00

Core Bank (Not reflected in involce total) Total Core Bank: \$98.00 OURALAST GOLD BA
DURALAST GOLD BA
DURALAST GOLD BA
DURALAST GOLD BA HB-DLG 0037983186 0037883471 DL3622-16-10 96R-DLG 65-DLG 32.00 22.00 22.00

MSDS can be ordered upon request

The significant below actrowisches customer's agreement to be bound by the terms outlined in
the AutoZone Commencial Customer Chaige Account Agreement, as amended from time to time.

Tax \$0.00
570 AXK75Q -\$156.46 Total Due -\$156.46

Total Due -\$156.46

1 of 1

-\$156.46

MANUTOZONE

Commercial Return

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

(601) 960-1029 : 308344

Para

Order intermation

Return Invoice Number
Original PO Number
Original Invoice Number
Comm Specialist
Register Number
Order Date

: 003796640
: STEWART, DESTINY
: 35
: 11/01/2022 12:57 PM

NO. 1 Cast Cost Core Total No vehicle given for the following Items

LAT ARM RR LH UP Duralast Control Arm
SKU-000479841

LAT ARM RR LH UP Duralast Control Arm
SKU-000479841 0.00

Core Bank Total Core Bank: \$98.00 H8-DLG DURALAST GOLD BA 0037963185 12344 2022-10-28 22.00 0037963471 0037963471 0037983850 0037984398 DURALAST AL DURALAST GOLD BA DURALAST GOLD BA DL3622-16-10 96R-DLG 2022-10-26 Outstanding Cores over 3 days: \$98.00

MSDS can be ordered upon request

The eignature below solnowiedges customer's agreement to be board by the terms outlined in
the AutoZone Commercial Customer Charge Apocurri Agreement, as amended from time to time.

AR CREDIT 30834410570

A1F91M

Subtotal -\$161.46 Total Due

-\$161.46

Plece Count Page Total 2

1 of 1

-\$161.46

Pouce BIIIIIAUCOZONĖ Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

: (601) 960-1029 : 308344 Phone Customer#

Invoice Number PO Number Comm Specialist Register Number Order Date

: 0087968785 : 9921PC1878 : STEWART, DESTINY : 35 : 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

87.00 No vehicle given for the following Items
1 CONTROL ARM FRT Duralest Control Arm SKU-000687415

Core Bank Total Core Bank: DURALAST GOLD BA DURALAST AL DURALAST GOLD BA DURALAST GOLD BA

MSDS can be ordered upon request
The eigenance before admonisting counterer to be bound by the terms believe in the AutoZone Commercial Customer Charge Account Agreement, as amanded from time to time.

Subtotal

0037966785110122C

AZC Savings Pleas Count Page Folal \$127.52

2

1 of 1

\$156.46

TIIIIII RULOZONE Commercial Invoice

CITY OF JACKSON N AZ
4225 Michael Avaion St
Jackson, MS 39209
Phone
Customer # : 30834

: (601) 960-1029 : 308344

Bill To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 Pouce

Order Information Invoice Number FO Number Comm Specialist

Register Number Order Date

Remit To

: 35 : 11/01/2022 11:03 AM

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items

CA4706 2 LAT ARM RR LH UP *Duralast Control Arm* SKU-000479841
522-749

80.73 0.00 161,46

Core Bank POPE Berm HB-DLG DL3622-16-10 96R-DLG 65-DLG DURALAST GOLD BA DURALAST AL DURALAST GOLD BA DURALAST GOLD BA 12344 2022-10-28 22.00 12345 2022-10-28 32.00 12349 2022-10-27 22.00 12350 2022-10-28 22.00

MSDS can be ordered upon request.

The signature below actinowledges existence's agreement to be bound by the forms outlined in the AutoZone Commonist Customer Charge Acoust Agreement, as amended train time to lints.

3161.46 Total Due

Subtotal

\$161.46

\$24.26

1 of 1

AZC Savings (Flace Count) Page Total \$161.46

BIII////AutoZone

Pouce

Commercial Invoice
CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601)
Customer # : 3083

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

: (601) 960-1029 : 308344

PO Number Comm Specialist Register Number Order Date : 35 : 10/28/2022 12:06 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Order Information

10.2717.8000		THE PROPERTY OF THE PARTY OF TH				DE PETERSON
		2014 Dodge Charger Pursuit				
CA12496 521-007	7	CON ARM W BJ FT Duralest Ball John SKU-000120955	234.22	117.11	0.00	117.1
CA12495 521-008	1	CON ARM W BJ FT Duralast Control Arm SKU-000120956	234.22	117.11	0.00	117.1
9A11257 SA11050	1	STP AIR FILTER STP Air Filter SKU-000164217	39.98	19.89	0.00	19.9
DLA-21	1	DURALAST AERO BL <i>Duralast Aero 21" Wiper Blade</i> SKU-000361619	34.37	17.19	00.0	17.1
DLA-24	1	DURALAST AERO BL Duralast Aero 24" Wiper Blade SKU-000361621	34.37	17.19	0.00	17.1
DG1057 DG1057	1	DURALAST GOLD PAD <i>Duralast Gold Brake Pads</i> SKU-000649147	69.98	34.99	0.00	34.9
DG1786	т	DURALAST GOLD BRA Duralast Gold Brake Pads SKU-000695192	90.38	45.19	0.00	45.1
3262	2	ENGINE MOUNT FRONT Duralast Motor Mount SKU-000695557	81.49	40.75	0.00	81.5
S11665XL	1	STP-XL OIL FILT STP Extended Life Of Filter SKU-000835241	12.18	6.09	0.00	6.0
DG1787	1	DURALAST GOLD BR Duralest Gold Brake Pads SKU-000695193	112.38	56.19	0.00	58.1
AQA003 6DA083	2	AUTOZONE DEXCOOL AutoZone DEX-COOL Antifreeze/Coolant SKU-000540719	37.42	18.71	0.00	37.4

Total Core Bank: \$98.00

MSDS can be ordered upon request The signature below ecknowledges gustomer's agreement to be bound by the larms outlined in the AutoZone Commercial Gustomer Charge Account Agreement, se amended from time to litms.

Subtotal

AZC Savings [Piece Count] | Pege | Total

A5YFG6 \$549.97 Total Due

\$183.88

13

1 of 1

\$549.97

Commercial Invoice

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone
Customer # : (601) 960-1029
: 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

POULE

Order information Invoice Number PO Number Comm Specialist

: 35 : 10/27/2022 09:30 AM

Register Number Order Date Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2015 Dodge/Ram Truck RAM 2500 Laramie 2WD

1 DURALAST IDLER/T Duralast Belt Tonsloner SKU-000445428

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$54.00

MSDS can be ordered upon request

The signature below ecknowledges austomer's agreement to be burned by the terms outlined in
the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

АЗМТРН

Tax \$57.86 Total Due

\$0.00 **\$57.86** AZC Savings Place Count Page Total

\$41.13

1 of 1

\$57.86

WilliautoZone

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344

Bill To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 Pouls

Invoice Number
PO Number
Comm Specialist

Register Number Order Date : 35 : 10/27/2022 08:19 AM

Remit To

AutoZone, Inc. PO Box 118067 Atlanta, GA 30368-6067

THE RESIDENCE OF THE PARTY OF T

List Cost Core Total

Core Bank

(Not reflected in Invoice total)

Total Core Bank: \$54,00

MSDS can be ordered upon request.

The Lighature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commended Customer Charge Acoust Agreement, as ensembled from time to time.

Subtotal

0037963765102722C

AZC Savings Piece Count Page Total \$0.00

4

1 of 1

\$1,049.64

AMMAUTOZONE Commercial Return

CITY OF JACKSON N AZ

4225 Michael Avaion St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344

Pouce

Crear information

Return Involce Number
Original PO Number
Original Involce Number
Comm Specialist
Register Number
Order Date

1 0037959805
2 0927PC1889
2 003795985
2 03795985
2 078795985
2 078795985
3 5 10/20/2022 12:46 PM

No vehicle given for the following items

42278DL -1 DL COATED ROTOR Duralest Coated Rotor
SKU-000792321

42278DL -1 DL COATED ROTOR Duralest Coated Rotor Lief Cont Cont Total ◆ 1 Fe30 1 Fe30 215.98 107.99 0.00 -107.99

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$187.00

DURALAST GOLD BA 0037984980 12305 2022-10-12 22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request
The signature below ecknowledges austraners agreement to be bound by the terms contined in
the Apticione Commercial Customer Chaigs account Agreement, as exceeded from time to time.

Subtotal

-\$215.98

AR CREDIT 30834410570 AAN727

Tax -\$215.98 Total Due

-\$215.98 Piece Count Page Total

2

1 of 1

-\$215.98

WIIIII AUTOZONE Commercial Return

Pario

CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209 Phone : (601) Customer # : 3083

: (601) 960-1029 : 308344

Return Invoice Number Original PO Number Original Invoice Number Comm Specialist Rogister Number Order Date

: 0037959420 : 99265UV67 : 0037959379 : STEWART, DESTINY : 35 : 10/21/2022 10:55 AM

No vehicle given for the following Items

-1 V-RIBBED BELT D Duralest Serpentine Bolt
SKU-000242413 THE RESERVE OF THE PARTY OF THE UR

0.00

(Not reflected in invoice total)

Total Core Bank: \$187.00

OUTALAST GOLD PIA 0037954360 12305 2022-10-12 22.00
Outstanding Cores over 3 days: \$22

MSDS can be ordered upon request.

The alignature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Change Acquirit Agreement, as amended from time to time.

AR CREDIT 30834410570

Subtotal
Tax
-\$16.49 Total Due

-\$16.49 \$0.00 -**\$16.49**

Place Count Page Total

AMZXHL

1 of 1

190.36

-\$16.49



Will///AutoZone

Commercial Return

: (601) 960-1029 : 308344

PAUCE

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) Customer # : 30834

Order Information

Return Invoice Number
Original PO Number
Original Invoice Number
Coriginal Invoice Number
Comm Specialist
Register Number
Order Date

10/19/2022 02:27 PM : 35 : 10/19/2022 02:27 PM

No vehicle given for the following items

DURALAST PLATINUM Duralast Platinum Battery
SKU-000478444 TO THE PARTY OF TH

Light Good Comp Total

Core Bank DLG599S 65-DLG 13985 ETX14

(Not reflected in invoice total) DURALAST GOLD S

DURALAST GOLD BA

DURALAST GOLD BA

DURALAST ALTERNATO

12V-14 AGM POWERSP

Total Core Bank: \$313.00 11 12304 2022-10-11 40.00 12305 2022-10-12 22.00 19 12306 2022-10-12 40.00 11 12309 2022-10-13 10.00

ng Cares over 3 days: \$112.00

MISDS can be ordered upon request.
The algorithm below schooledges customer's agreement to be bound by the terms autimed in the AutoZone Commercial Customer Change Account Agreement, as amended from time to time.

Subtotal

Tax -695.18 Total Due

AR CREDIT 30834410570

A98TTR

-\$95,18

-\$95.18

MINUTE BOOK 6Y

Place County Page Total

1 of 1

WilliautoZone

Commercial Invoice

COMMENT OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone (601)
Customer # 3083

Bill To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 BOMOS

Involce Number
PO Number
Comm Specialist
Register Number
Order Date

: 0037959547 . 99231212 : BRATTON JR,LC : 35 : 10/18/2022 01:11 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Core Bank Total Core Bank: \$269.00 DLG598S DURALAST GOLD 8 0037958851
85-DLG DURALAST GOLD BA 0037954360
13985 DURALAST ALTERNATO 0037954360
H6-DLG DURALAST GOLD BA 0037958961
65-DLG DURALAST GOLD BA 0037958961

MSDS can be ordered upon request.

The algnetime below acknowledges querome's egreement to be bound by the imme outlined in the AutoZiune Commental Customer Change Account Agreement, as amended from time in time.

Subtotal

0037958547101822C

AR CHEDIT 30934410570 A1H94B \$24.16 Total Due \$24.16 \$1.41

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1 of 1

\$24.16

MIIIII AUTOZONE Commercial Return

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

A 1 250 100

Phone Customer#

: (601) 960-1029 : 308344

Poulê

Order information

Return Invoice Number
Original PO Number
Coriginal Invoice Number
Comm Specialist
Register Number
Order Date

: 0037956837
: 99235UV0077
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No vehicle given for the following items

H5-DLG -1 DURALAST GOLD BA Duralest Gold Battery

SKU-000832390

the Con Con Ton

Total Core Bank: \$156.00

DLG599S QUAN AST GOLO 5 0037953851 12304 2022-10-11 40.00

Outstanding Cores over 3 days: \$40.00

MSDS can be ordered upon request

The eignature balow acknowledges customer's agreement to be board by the terms outlined in
the AuthaZane Commercial Customer Charge Account Agreement, as amended from time to line.

Subtotal -\$155.79
Tax \$0.00
AR CREDIT 30834410570 A1MBJ4 -\$155.79 Total Due -\$155.79

Place Count Page Total 1 of 1

-\$155.79

Poulco

WilliantoZone Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209 Phone : (601) Customer # : 3083

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

: (601) 960-1029 : 308344

AutoZone, Inc. PO Box 116087 Atlanta, GA 30368-6067

No vehicle given for the following items

H5-DLG 1 DURALAST GOLD BA Duralest Gold Battery SKU-000832330

Core deferred amount: \$22,00 Gore Due Dete: 10/18/2022

Order Information

Invoice Number PO Number Comm Specialist Register Number Order Date

Remit To

311.58

: 0037956830 : 9923SUV0077 : BRATTON JR, LC

: 35 : 10/15/2022 03:50 PM

155.79 Deferred 155.79

AutoZone Store 37 401 W WDROW WIL JACKSON, MS 39213

DLG599S DURALAST GOLD S 0037955651

Total Core Bank: \$178.00

12304 2022-10-11 40.00

Outstanding Cores over 3 days: \$40.00

MSDS can be ordered upon request.

The signature below acknowledges customar's agreement to be bound by the terms outlined in the AutoZone Commercial Customar Charge Account Agreement, at emended from time to time.

Le SUVERONT

Subtotal Tax \$155.79 Total Due \$155.79 \$0.00 **\$155.79**

AZC Savings | Plece Count | Page | Total \$54.20

1

1 of 1

\$155.79

PULCE

MIMAUTOZONE Commercial Return

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

Phone Customer #

: (601) 960-1029 : 308344

Order Information

Return Invoice Number
Original PO Number
Comm Specialist
Register Number
Order Date

O037950378
SUV175
SUV1

SOME RECEIVED BEHAVIOR

No vehicle given for the following items

1 DURALAST PLATINUM Duratest Platinum Battery
SKU-000755654

List Cost Core Total

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 AuxoZone Commercial Gustomer Charge Account Agreement, as attended from time to time.

Subtotal

-\$99.99

AR CREDIT 30834410570

AWH7G7

Tax -\$99.99 Total Due

-\$99,99

1

1 of 1

Piece Count Page Total -\$99.99

POLICE MIIIIII UEOZONE 401 W WDROW WIL JACKSON, MS 39213 Grade Information Return Invoice Number : 003795424% | Oniginal PO Number : 99285UV108 | Oniginal Invoice Number : 0037954049 | Oniginal Invoice Number : 0037954049 | Oniginal Invoice Number : 35 | Oniginal Invoice Number : 35 | Oniginal Invoice Number : 1007/2022 02:53 PM CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) Customer # : 30834 : (601) 960-1029 : 308344 : 35 : 10/07/2022 02:53 PM

Core Bank (Not reflected in Invoice total)

Total Core Bank: \$81,00

MSDS can be ordered upon request
The signature below addrowindages outstands greatered to be bound by the terms outlined in
the AutoZone Commencial Continued Charge Account Agramment, as amended from time to litris.

Subtotal Tax \$0.00
570 ABG71N \$158.70 Total Due -\$168.70

-\$168.70 \$0.00 **-\$168.70**

1 of 1 -\$168.70

POLICE

WILLOZONE Commercial Invoice

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

Invoice Number
PO Number
Comm Specialist
Register Number
Order Date

10/06/2022

9097950378 SUV175 JORDAN, WESLEY : 35 : 10/06/2022 12:45 PM

La Carl Con Inco 380.98 180.49 Deferred 180.49

199.98 99.99 Deferred

Remit To AutoZone, Inc. PO Box 116067 Atianta, GA 30368-6067

H8-AGM 1 DURALAST PLATINUM Duralast Platinum Battery
SKU-000319460 Core deterned amount: \$22.00 Core Due Date: 10/09/2022
AUX14 2 DURALAST PLATINUM Duralast Platinum Battery
SKU-000755654
Core deferred amount: \$20.00 Core Colored to Styles

ESTATE OF THE

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or e assistance.

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$103.00

MSDS can be ordered upon request

The signature below activeredays austomer's agreement to be bound by the terms outlined in
the AutoZona Commercial Customer Charge Account Agreement, as emended from time to time.

Tax \$0.00
AR CREDIT 30834410570 AW424A \$380.47 Total Due \$380.47

Subtotal

\$380.47

199 88

AZC Savings Piece Count Page Total

0037950378100822C

\$59.50 3 1 of 1 \$380.47

WIII///RutoZone

Commercial Invoice

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone
Customer # : 3083

: (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

POWE

Involce Number PO Number Comm Specialist

Register Number Order Date

SALES

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-8067

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$15.00

MSDS can be ordered upon request.

The signature below existance(speculationer's agreement to be bound by the ferms outlined in the AutoZone Commencial Outcome Charge Account Agreement, as amended from time to time.

POLICE

\$0.00

Subtotal Tax \$257.85 Total Due \$257.85 \$0.00 **\$257.85**

AZC Savings Piece Count Page Total

1 of 1

\$257.85

Commercial Return

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

: (601) 960-1029 : 308344

Return Invoice Number : 0037949319
Original PO Number : 992145UV83
Original Invoice Number : 0037945886
Comm Specialist : STEWART, DESTINY
Register Number : 355
Order Date : 10/04/2022 04:50 PM

Order information

real access of teaching No vehicle given for the following items

1 DLG NEW CV AXLE DuralastGid CV Axte UR 14177N

311.98

155.99

Lat Cost Core Tree 0.00 -155.99

(Not reflected in invoice total) Total Core Bank: \$15.00 Core Bank

SKU-000008038

MSDS can be ordered upon request

The signature below acknowledges outcomers agreement to be bound by the terms outlined in
the AuroZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

Tax -\$155.99 Total Due

Subtotal

\$0.00 -\$155.99

-\$155.99

Place Count Page Total 1 of 1

AU279R

-\$155.99

MINUTE BOOK 6Y



MSDS can be ordered upon request

The eigneture below eclerorisigue customer's agreement to be bound by the serms cuillined in the AuroZone Commercial Customer Charge Account Agreement, as amended from time to time. Subtotal Rand Sp W 8 AR OREDIT 30834410570 AKUDZI \$121.49 Total Duo

AZC davings Pleas Count Page Total

\$98.50

1 of 1

\$121.49

W////AutoZone Commercial Invoice

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

BIII To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

four

College information

: 003 649058 : 992 PC1686 : COMMERCIAL SALE CENTER : 35 10/04/2022 11:28 AM

Register Number Order Date

Invoice Number PO Number Comm Specialist

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

- IF

No vehicle given for the following items
000999398 2 MON5697 REAR SHOCK Misc OSB SKU SKU-000999396

247.94 123.97 0.00 247.94

Let Cont Cont This

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$15.00

MSDS can be ordered upon request.

The signatum below echoowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AZC Savings Piece Count Page Total

Subtotal

\$247.94

REALISM REPORTED BY A PROPERTY OF THE REALISM FOR THE REALISM

\$0.00

2 1 of 1

\$247.94

Poula Commercial Return CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209 Phone : (601) Customer # : 3083 : (601) 960-1029 : 308344 : 35 : 10/04/2022 02:22 PM No vehicle given for the following items

-1 COMM. ACCT OUTSIDE BUY Mise OSB SKU
SKU-000999396
-1 COMM. ACCT OUTSIDE BUY Mise OSB SKU
SKU-00099396 123.97 0.00 -123.97 0.02 UR 0.02 123.97 0.00 -123.97

(Not reflected in invoice total)

Total Core Bank: \$15.00

MSDS can be ordered upon request.

The elgneture below acknowledges customer's agreement to be bound by the terms outlined in the Autozone Commercial Customer Otherpe Apocunt Agreement, as amended from time to time.

Subtotal

Total

0037949177100422C

2

1 of 1

-\$247.94

MIII///AutoZone Commercial Invoice

PULCE

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

Phone Customer #

65-DLG

65S-DLG

: (601) 960-1029 : 308344

Bill To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 Invoice Number PO Number Comm Specialist

Crisis information

Register Number Order Date

: 35 : 06/30/2022 09:18 AM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

THE STATE OF THE S

2007 Ford Crown Victoria

1 DURALAST GOLD BA Duralast Gold Battery SKU-000053433

Core deferred amount: \$22.00 Core Due Date: 07/03/2022

List Good Com Total 145,34 Deferred 290.68

Pay your bill online at AutoZonePro.com . It you need oredentials call 866-853-6459 or email electronic.ordering@autozone.com to:

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request

The elimiture below ecknowledges customer's agreement to be bound by the rerms outlined in the AutoZone Convencial Customer Clarge Account Agreement, as amended from time to time.

My had Darce

AR CREDIT 30834410570

AY7DHJ

Subtotal \$145.34 Total Due

\$145.34

A TC Sevinos Piece Counti Page Total \$54.65

1

1 of 1

THIMRULOZONO Commercial Invoice

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

PULLOS

Order Information

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

List Court Corp

2018 Ford Special Service Police

85-DLG 1 DURALAST GOLD BA *Duralast Gold Battery* SKU-000059433 290.68 145.34 Deferred 145.34

658-DLG Core deferred amount: \$22.00 Core Due Date: 08/20/2022

Pay your bill online at AutoZonePro.c essistance.

(Not reflected in invoice total)

Total Core Bank: \$44.00

MSDS can be ordered upon recuesar.
The eignature below exclusive/dependent on the parameter of the about by the bernie outlined in the AuduZione Commercial Customer Charge Account Agreement, as amended from time to three.

Subtotal
Tax
\$0.00
AR CREDIT 30834410570 AM48S9 \$145.34
Total Due \$145.34

WB92

\$54.65

(itel Moon Count) these Total

1 of 1

\$145.34

Commercial Invoice

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

Crear Gilbinialion

Invoice Number PO Number Comm Specialist Register Number Order Date

: 0037906688 : 99210PC1790 : STEWANT, DESTINY : 35 : 06/02/2022 03:11 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2.57

No vehicle given for the following items

STPATF41QT 1 STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid 17.98

SKU-000811758

AND TOOL SOLD THE

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for

Core Bank

(Not reflected in Involce total)

Total Core Bank: \$76.00

MSDS can be ordered upon request

The apparatus below acknowledges unitomer's agreement to be burned by the same outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randa AR CREDIT 30834410570 A0SZGF \$8.99 Total Due

Subtotal

\$8,99

\$0.00 1 1 of 1 \$8.99

AZC Savings | Place Count | Place | Total

All AutoZone Commercial Invoice

POULCE

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phono Customer # : 3083

(601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number PO Number Comm Specialist

Register Number Order Date ; 35 : 08/02/2022 02:55 PM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2003 Chevrolet Truck Blazer 2WD

1 DURALAST GOLD BAT Duratest Gold Battery SRU-00023

Core deferred amount: \$22.00 Core Due Date: 03/05/2022

2 DURALAST AFRO BL Duratest Aero 20" Wiper Blade
SRU-000361617 75-DLG 290.68; 145.34 Deferred 145.34

Core Bank

(Not reflected in invalce total)

Total Core Bank: \$76.00

Rang Spens

AR CREDIT 90834410570

Tex \$179.72 Total Due

0037908562080222C

ANG STATE PROCE COURT PINE Total \$59.45

3

1 of 1

\$179.72



Commercial Return

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

(601) 960-1029 : 308344

POUCE

Return Invoice Number : 0037902591
Original PO Number : 99210PC1889
Original Invoice Number : 0037894349
Comm Specialist : WOOTEN,SAMMIE
Register Number : 35
Order Date : 08/02/2022 02:03 PM

...CONTINUED FROM PAGE 1 (0.0 miles | 1.0 m 0.00

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

AUX14

DURALAST PLATINU

0037904107

AST PLATINIAN 0037904107 19189 0000

2022-07-29

22.00 12161 2022-07-29

Subtotal

-\$206.77 \$0.00 -\$208.77

AR CREDIT 30834410570

ALCKRY

-\$206.77 Total Due Piece Counti Page Total

23

2 of 2

-\$206.77



BIIIIII BULOZone

Commercial Return

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone
Customer # : 601) 960-1029
: 308344

Order Information Return Invoice Number : 0037909594
Original PO Number : 99210€01889
Original Invoice Number : 0037894599
Comm Specialist : WOOTEN,SAMMIE
Register Number : 35
Order Date : 08/02/2022 02:03 PM

Activities (Sept.)	March 2717 1911	-			and the second			45-44-000
			No vehicle given for the following items	411			No. of State	
UR	STPATF41QT	-1	STP ATF 4 10 STP ATF+4 Automatic Trans Fluid		17.98	8.99	0.00	-B.99
	27774174121		SKU-000811758	i	,,,,,,	4.50	0.00	-0.00
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trens Fluid		17.98	8.99	0.00	-8.99
			SKU-000811758					
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid		17.98	8.98	0.00	-8.99
			SKU-000811758					
UR	STPATF41QT	-1	STP ATF 4 10 STP ATF+4 Autometic Trans Fluid		17.98	8.99	0.00	-8.99
			6KU-000811758		-			
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid		17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	SKU-000811758 STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid		17.98	ã.99	0.00	-8.99
OH	SIFAIFFIGI	-1	SKU-000811758		17.50	0.55	0.00	-6.55
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Autometic Trans Fluid		17.98	8.98	0.00	-8.99
	• • • • • • • • • • • • • • • • • • • •		SKU-000611756					
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid		17.98	8.99	0.00	-8.99
			SKU-000811758					
UR	STPATF41OT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid	Ť	17.98	8.99	0.00	-8.99
			SKU-000811758					
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid		17.98	8.99	0.00	-8.99
			SKU-000811758					
UA	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Autometic Trens Fluid SKU-000811758		17.98	8.99	0.00	-8.99 '
UR	STPATF41QT	-1	STP ATF 4 10 STP ATF+4 Automatic Trans Fluid		17.98	8.99	0.00	-8.99
ŲΛ	SIFAIFFIGI	-1	SKU-000811758		17.50	0.00	0.00	-0.00
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid		17.9B	8.99	0.00	-8.99
			SKU-000811758					
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid		17.98	6.99	0.00	-8.99 :
			SKU-000811758	1				
UFI	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid		17.98	8.99	0.00	-8.99
			SKU-000811758					
UR	STPATF41QT	-1	STP ATF 4 1O STP ATF+4 Automatic Trans Fluid		17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	SKU-000811758 STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid		17.08	8.99	0.00	-8.99
UH	SIFAIFAIGI		SKU-000811758		17.00	0.00	0.00	-0.24
UR	STPATF41QT		STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid		17.98	8.99	0.00	-8.99
			SKU-000811758					
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid		17.98	8.99	0.00	-8.69
			SKU-000811758					

CONTINUED ON PAGE 2...

lines Count Page Total 1 of 2

-\$206.77

Pouce

WIIII RULOZONE Commercial Return

CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209

Phone Customer #

↑(601) 960-1029 : 308344

Great information

Return Involce Number : 0037906517,
Original PO Number : 9910028 PC1690
Original Invoice Number : 0037523989
Comm Specialist : COMMERCIAL SALES
CENTER
Register Number : 35
Order Date : 08/02/2022 01:56 PM

No vehicle given for the following items

UR STPATF41QT -1 STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid 17.98 8.99 0.00 -8 oo SKU-000811758

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

AUX14 DURALAST PLATINUM 0037904107 12162 2022-07-29 22.00 H6-AGM DURALAST PLATINU 0037904107 12161 2022-07-29 22.00

MSDS can be ordered upon request

The eignature below achowiselpss customer's agreement to be bound by the name customed in
the AutoZone Commercial Customer Change Account Agreement, as careacted from hime is time.

Subtotal

-\$6,99

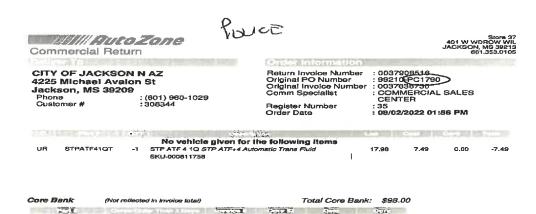
AR CREDIT 30834410570 AC7LS4

Tax -\$6.99 Total Due

Pleas Count Raise Total

1 of 1

-\$6,99



MSDS can be ordered upon request

The algorium below advisced by the terms outlined in the AutoZone Commercial Customer Chings Account Agreement, as amended from time to time.

site reason as Total 100 1 of 1 -\$7.49

003740851808022FC

PULICE

Commercial Return

MINIMAUTOZONE

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

Phone Customer #

(601) 960-1029 308344

Order information

Return Invoice Number
Original PO Number
Original Invoice Number
Comm Specialist
Register Number
Order Date

: 0037995515
: 99211PC1765
: 0037759353
: COMMERCIAL SALES
CENTER
: 35
: 08/02/2022 01:56 PM

Subtotal

No vehicle given for the following items

UR STPATF41QT -1 STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid

SKU-000811758 CHICAGO CONTRACTOR Lat Com Com Total

Core Bank (Not reliected in invoice total) Total Core Bank: \$98.00 DURALAST PLATINUM OF DURALAST PLATINU OF 2162 2022-07-29 22.00 2161 2022-07-29 22.00 AUX14 H8-AGM . ding Cores over 3 days: \$44.00

MSDS can be ordered upon request

The signature below acknowledges continues agreement to be bound by the terms outlined in the AutoZone Commercial Custemar Charges Account Agreement, as amended from fare to time.

Tax -\$7.49 Total Due

Subtotal

-\$7.49

AR CREDIT 30834410570

ASJF3H

Place Count Page Total



1 1 of 1 -\$7,49

Pouce Commercial Invoice CITY OF JACKSON N AZ
4225 Michael Avaion St
Jackson, MS 39209
Phone
Customer # : 3083 Invoice Number PO Number Comm Specialist : (601) 960-1029 : 308344 Register Number Order Date : 35 : 08/02/2022 01:56 PM Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6087 Bill To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 5,29 0.00 126.96 Core Bank Total Core Bank: \$98.00 DURALAST PLATINUM 0037904107 12162 2022-07-29 22.00 DURALAST PLATINU 0037904107 12161 2022-07-29 22.00 AUX14 H8-AGM MSDS can be ordered upon request

The algorithm below advinedacyse octomer's agreement to be bound by the terms outlined in the AutoZone Commercial Outstoner Chappe Account Agreement, as amended from time to time. Subtotal Tax \$0.00
0834410570 A9XAZX \$126.96 Total Due \$126.96 003790851008G222G \$0.00 24 1 of 1 \$126.96 Pouce IIIIII RutoZone Commercial Invoice Order Information CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # 908344 Invoice Number PO Number Comm Specialist Register Number Order Date : 35 : 08/02/2022 01:12 PM Bill To Remit To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067 2015 Chevrolet Truck Colorado 2WD

7443 1 COMMRCIAL 10PK MINI *Eliko 10 Pack Bulbs* SKU-000312597 25.3B 12.69 0.00 12.69 Chap Care Track

Core Bank (Not reflected in invoice total) Total Core Bank: \$98.00 DURALAST PLATINUM 0037804107 DURALAST PLATINU 0037804107 7 12162 2022-07-28 22.00 7 12161 2022-07-29 22.00

MSDS can be ordered upon request

The signature below acknowledges customers agreement to be bound by the terms outlined in
the AutoDree Commencial Commence Chemo Account Advances, as empoted from line to time.

AR CREDIT 30834410570 ATEBSR

Subtotal

\$12.69 Total Due \$12.69 AEC Savings Piece Count Page Total

\$12.69

\$3.30

1 1 of 1

\$12.69

POULLE

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone Customer # : 5083

: (601) 960-1029 : 308344

BIII TO CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number PO Number Comm Specialist

Register Number Order Date

: 35 : 08/18/2022 12:43 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$66.00

MSDS can be ordered upon request

The algorithm below activitied by seasons in the nourity the terms outlined in the Aurobine Commercial Customer Orange Account, Agreement, as emended from time to time,

AZC Savings | Place Count | Pa

Tax \$ \$ \$34.74 Total Due \$3

\$12.75

1 of 1

\$34.74



Commercial Invoice

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

Police

Order Information

Invoice Number PO Number Comm Specialist

: 0037817618 : 9921 PC1731 : COMMERCIAL SALE: CENTER : 35 : 08/19/2022 12:38 PM

Register Number Order Date

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2014 Dodge Charger SE

L953-91231B 2 LOADED STR Duralast Loaded Strut Assembly SKU-001001753 322.72 181.36

Lat Cost Sec. Total

Pay your bill online at AutoZonePro.com . If you need credentiate call 866-853-6459 or email electronic.ordering@autozone.com for

Core Bank

(Not reflected in involce total)

Total Core Bank: \$66.00

MSDS can be ordered upon request
The signature below acknowledges outstoner's greenant to be bound by the terms outsted in
the AutoCore Commercial Customer Centry account Agreement, as amended from time to time.

AR CREDIT 30834410570 AZC Savings Piece Count Page Total

AAUOFP

Tax \$322.72 Total Due

Subtotal

\$0.00 **\$322.72**

\$25.63

2

1 of 1

\$322.72

POLICE

MIIIII GUTOZONE Commercial Invoice

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 PO Number Comm Specialist

Register Number Order Date

Remit To

: 0937917805 (SUV83) : COMMERCIAL SALES CENTER : 35 : 08/19/2022 12:29 PM

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-8067

CT (CC) (CC) (CC)

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$66.00

MSDS can be ordered upon request

The signature celow ecknowing a canonical agreement to be bound by the imme outland in
the Austicians Commercial Customer Charge Account Agreement, as amended from thise to thise.

AR CREDIT 30834410570

AXCTZF

Subtotal Tax \$70.59 Total Due \$70.59 \$0.00 **\$70.59**

ARC SIVING Photo Count Page Total \$16.89

2

1 of 1

\$70.59

Police

MIII/// AutoZone Commercial Return

CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209 Phone Customer #

: (601) 960-1029 : 308344

Great information

Return Invoice Number
Original PO Number
Original Invoice Number: 0037945764
Comm Specialist
Register Number: 35
Order Date: 09/30/2022 09:32 AM

No vehicle given for the following items

DURALAST GOLD BR Duralast Gold Brake Pads

SKU-000272746

UR

Lat | Red | Sec | Tele-

69.98 34.99 0.00 -34,99

(Not reflected in invoice total)

Total Core Bank: \$40.00

MSDS can be ordered upon request
The signature below actinoproject customers agreement to be bound by the terms outlined in
the AutoZone Commercial Customer Change Account Agreement, as entended from time to time.

Tax -\$34.99 Total Due

Place Count Page Total

1

1 of 1

-\$34.99

Subtotal

POSICO

Will AutoZone Commercial Return

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone Customer # : 3083

: (601) 960-1029 : 308344

Order Information Return Invoice Number
Original PO Number
Original Invoice Number
Comm Specialist
Register Number
Order Date

: 003794552
: 99210PC1813
: 037945257
: STEWART, DESTINY
: 35
: 09/29/2022 03:42 PM

ASSESSMENT OF THE PROPERTY OF

No vehicle given for the following items
-1 CONTROL ARM FT LW *Ouralast Ball Joint*SKU-000847246

tal Con One Ser

(Not reflected in invoice total)

Total Core Bank: \$40.00

MSDS can be ordered upon request

The eignature below acknowledges customer's agreement to be bound by the terms outlined in
the AutoZone Commercial Customer Charme Account Administration as mended from time to time.

-\$67.00 \$0.00 **-\$67.00**

Pleas Count Page Total

, 1 of 1

Subtotal

Commercial Return

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone Customer # : (601)

: (601) 960-1029 308344

PHIG

Return Involce Number
Original PO Number
Original Involce Number
Comm Specialist
Register Number
Order Date

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CONTRACTOR DESCRIPTION UR CA5086

No vehicle given for the following items

1 CONTROL ARM FT LW Duralest Bell Joint
SKU-000847204

1 CONTROL ARM FT LW Duralest Bell Joint
SKU-000847204 134.00 67.00 0.00 -67.00 134.00 UR CA5086 67.00 0.00 -67.00

Total Core Bank: \$40.00

MSDS can be ordered upon request circovidelpes austomers agreement to be bound by the terms cubined in circl Customer Charge Account Agreement, as emended from time to time.

AR CREDIT 30834410570

AR69CT

Subtotal Tax -\$134.00 Total Due

-\$134.00 -\$134.00

Place Count Page Total 1 of 1

-\$134.00

MIIII AutoZone

Commercial Return

Pour

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

Phone Customer#

: (601) 960-1029 : 308344

Return Invoice Number
Original PO Number
Original Invoice Number
Original Invoice Number
Comm Specialist
Register Number
Order Date

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Order Information

No vehicle given for the following items

GA5085 -1 CONTROL ARM FT LW Duralast Ball Joint

SKU-000847248

Link Coal Core Total

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$84.00

MSDS can be ordered upon request.

The signature better architectures customer's egreement to be board by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Subtotal

-\$67.00 \$0.00

AR CREDIT 30834410570

AR8980

-\$67.00 Total Due Piece Count Page Total

1 of 1

-\$67.00

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phono Customer # (601)

(601) 960-1029 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number PO Number Comm Specialist :

Register Number Order Date

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2015 Dodge Charger SE

1 CONTROL ARM FT LW Duratust Ball Joint SKU-000847248

67.00

Pay your bill online at Auto

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$40.00

MSDS can be ordered upon request. The eigneaue below autonowiedges customer's agreement to be bound by the learns outlined in the AutoZone Commencial Customer Change Account Agreement, as amended from time to time.

Range Den

AR CREDIT 30834410570

ASNEZL

Tax \$67.00 Total Due

\$67.00

AZC Savings Piece Count Pege Total \$69.99

MINING Zone

Commercial Involce

P BLICE

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

: (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Order Information Invoice Number PO Number Comm Specialist

Register Number Order Date

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

: 35 : 09/29/2022 02:28 PM

TREESE MINISTER 360.58 180.29

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$40.00

MSDS can be ordered upon request

The signature below acknowledges customers agreement to be bound by the terms outlined in the AutoZone Commercial Castomer Charge Account Agreement, as amended from time to time.

Ran 12 De AR CREDIT 30834410570

AZC Savings Piece Count Page Total

Subtotal Tax \$262.34 Total Due \$282.34

0037945351092922C

\$183.70

11

1 of 1

\$262.34

MIIII AutoZone Commercial Return

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

Parce

401 W WDROW JACKSON, MS 3

UR

No vehicle given for the follow -1 CONTROL ARM FT LW Duralast Ball Joint SKU-000847204

134.00 67.00

0.00 -67.00

Core Bank

(Not reliected in invoice total)

Total Core Bank: \$40.00

MSDS can be ordered upon request

The eigneture below acknowledges customers agreement to be bound by the terms outlined in
the AutoTone Commercial Customer Change Account Agreement, as amonded from time to time.

AR CREDIT 30834410570

Subtotal -S67.00 Total Due

-\$67.00

1 of 1

Plece Count Page Total -\$67.00

TRAFFIC ENG.

MIIII AutoZone Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

: (601) 960-1029 : 308344

BIII To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

AT. 53005DL

Order Information

Register Number Order Date

: 0037076399 : 9921PT796 : COMMERCIAL SALES CENTER

: 35 : 11/16/2022 12:43 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2014 Dodge/Ram Truck RAM 1500 Special Service 4WD

DL ROTOR Duralast Brake Rotor SKU-000523173

DEAL: DLG/DL Truck You saved \$27.84

DL ROTOR Duralast Brake Rotor SKU-000523173

DEAL: DLG/DL Truck You saved \$27.83

2014 Dodge/Ram Truck RAM 1500 SLT 2WD

DURALAST GOLD PAD Duralast Gold Brake Pads

SKU-000600828

DEAL: DLG/DL Truck You saved \$2.31

DURALAST GOLD PAD Duralast Gold Brake Pade

SKU-000759117 0.00 53.66 69.98

oZonePro.com . If you need credentials call 866-853-6459 or small slects

Core Bank

DG1084 DG1084

Total Core Bank: \$22.00

DURALAST GOLD BA 0037972516 12378 2022-11-10 22.00

MSDS can be ordered upon request
The eignsture below exhowingse customer's agreement to be bound by the rerms outlined in
the AutoZone Commercial Customer Charge Account Agreement, as emended from time to time.

AR CREDIT 30834410570 AX6641 \$174.98 Total Due

Subtotal

\$174.98 \$0.00 \$1**74.9**8 \$174.98

AZC Si Vings Piece Count Page Total \$22.00

1 of 1

\$174.98

DUYFEL WELLBAY

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone (601) Customer # :30834

DE PROLORE DE MINI LA DESCRIPCIO DE ARREST LOS LI ALEXANDOS

: (601) 960-1029 : 308344

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number :
PO Number :
Comm Specialist :
Register Number :
Order Date :

: 0037871842 : 99217K714 : STEWART, DESTINY : 35 : 11/08/2022 10:40 AM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items

85-DLG 1 DURALAST GOLD BA Duralast Gold Battery SKU-000053433

Core deterred amount: \$22.00 Core Due Date: 11/11/2022

To the Com Total

290.69 145.34 Deferred 145.34

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or amail electronic.ordering@autozone.com for

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$44.00

65-DLG

DURALAST GOLD BA 0037984598 12350 2022-10-28 22.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the name audined in
the AutoZone Commercial Customer Charge Account Agreement, as amended from time to line.

AR CREDIT 30834410570

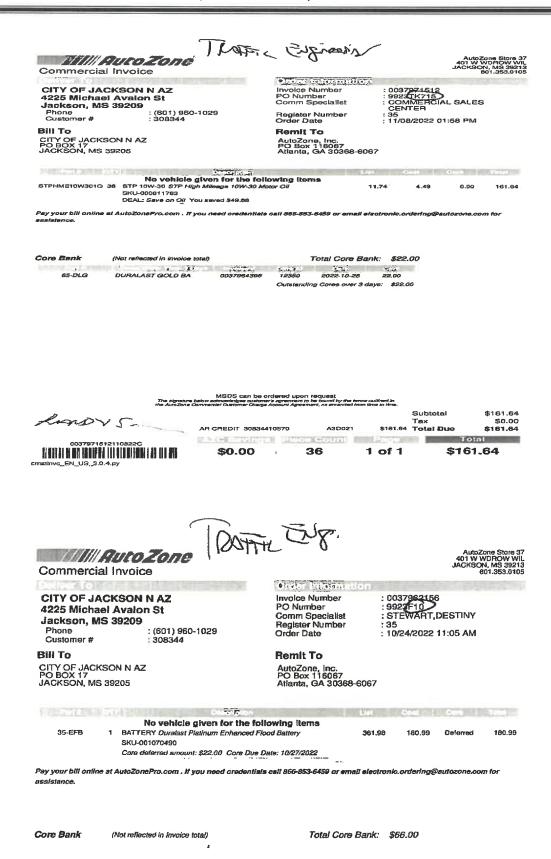
ATFE54

Tax \$145.34 Total Due AZC Savings | Piece Count | Page | Total

\$64.65

1 , 1 of 1

\$145.34



AR CREDIT 30834410570

AENM5Y

Subtotal

Tax \$180.99 Total Due \$0.00 **\$180.99** AZC Savings Piece Coum Page Total

\$180.99

\$49.00

1

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\$180.99

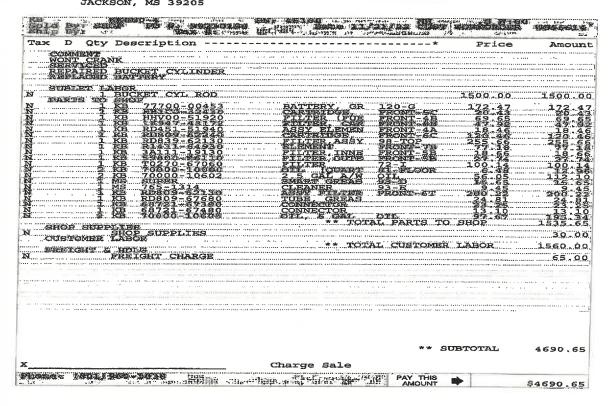


P.O. Box 7179 Jackson, MS 39282 Phone (601)373-9531 Fax (601)373-9447

Visit us at: www.devineyequipment.com

CITY OF JACKSON FINANCE DEPT P O BOX JACKSON, MS 39205

TC-0071





PW WATER Mart

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601):
Customer # : 30834

: (601) 960-1029 : 308344

BIII To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number PO Number Comm Specialist

: 003795084 : 992(TK782) : COMMEDCIAL SALES CENTER

Register Number Order Date : 35 : 10/07/2022 08:39 AM

Remit To

MINISTERN STATEMEN

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

(A) let (illi-i DEF002 10 DIESEL EXHUAST FL BlueDEF Diesel Exhaust Fluid
SKU-000248484

List Cost Com Total

Pay your bill online at AutoZonePro.com . If you need credentials call 860-853-6459 or email electronic.ordering@autozone.com for

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 AudoZone Commercial Customer Charge Account Agreement, as emisended from line to (the.

AR CREDIT 30834410570

AM60U1

Tax \$204.50 Total Due

Subtotal

\$204.50 \$204.50

\$1.54 10

1 of 1

AZC Savings Piece Count Page Total \$204.50

SOTAL)

MIIIIAUEOZONE Commercial Return

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone (601) Customer # (3083

(601) 960-1029 308344

Order Information

Return Invoice Number Original PO Number Original Invoice Number Comm Specialist Register Number Order Date

401 W WDROW WIL JACKSON, MS 39213

: 003797776 : 9925PT624 : 0037976901 : STEWART, DESTINY : 35 : 11/17/2022 01:09 PM

No vehicle given for the following items

1 PS RETURN HOSE AS Duralest Return Hose Accembly
SKU-000302357

15.29 0.00

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request.

The algorithm bolom 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

\$0.00 -\$15.29

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Piece Count Page Total



-\$15.29

NATOR

MANUTOZONE Commercial Invoice

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

Invoice Number PO Number Comm Specialist

: 0037978412 : 9923(K737) : COMMERCIAL SALES CENTER : 35 : 11/16/2022 12:48 PM

Register Number Order Date

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items

4 78VD002 11R22516 Misc OSB SKU SKU-000999998 201/6

List Court Core Total

Core Bank

(Not reflected in Invoice total)

Total Core Bank: \$22.00

2022-11-10 22.00

Outstanding Cores over 3 days: \$22.00

MSDS can be ordered upon request The alignature below acknowledges customers agreement to be bound by the serme outlined in the AutoZona Commercial Customer Change Account Agricanted, as menediad from time to time.

RANDY 10 - 45 AR CREDIT 30834410570

Tax AG8UBR \$1,767.48 **Total Due**

\$1,767.48

Subtotal

\$0.00

4

1 of 1

AZC Savings Piece Count Page Total \$1,767.48

SOTAL

MIIII AutoZone Commercial Invoice

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Oncer intomedión Involce Number PO Number Comm Specialist

Remit To

: 0037976808 : 99237K702 : COMMERCIAL SALES CENTER : 35 : 11/17/2022 08:22 AM

Register Number Order Date

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2008 Ford Truck F250 Super Duty P/U 2WD
5802 1 LOCKING FUEL CAP Durwlast Locking Fuel Cap
5KU-000857126 36.17 19.09 0.00 19.09

MSDS can be ordered upon request.

The significative below acknowledges customer's agreement to be bound by the terms outlined in the AutoDone Contracted Customer Charge Account Agreement, see Amended from time to time.

211

Subtotal

\$19.09 \$0.00 **\$19.09**

AZC Savings Piece Count Page Total \$6.90

1

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\$19.09

MIII///AutoZone Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

Phone Customer #

: (601) 960-1029 : 308344 Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

WATER

Order information

Invoice Number PO Number Comm Specialist

Register Number Order Date

: 0037979901 : 9921PT624 : COMMERCIAL SALES CENTER

: 35 : 11/17/2022 10:32 AM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2007 Ford Truck F150 1/2 ton P/U 2WD
80499 1 PS RETURN HOSE AS Duralest Return Hose Assembly
SKU-000302357

Cin Con Con 1975

MSDS can be ordered upon request
The signsom below echnowledges customer's agreement to be board by the terms outlined in
the AutoZone Commercial Customer Charge Account Agreement, as ensended from time to time.

Subtotal Tax
AR CREDIT 30834410570 AH3NKE \$15.29 Total Due

\$0.00 **\$15.29**

AZC Sevings Piece Count Page Total \$2.20

1 1 of 1

\$15.29

MAIIIIRUEOZONE

Commercial Involce

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 : (601) 960-1029 : 308344

Phone Customer#

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number PO Number Comm Specialist

: 0037820404 : 9926PT724 : COMMENCIAL SALES CENTER : 35 : 11/16/2022 12:46 PM

Register Number Order Date

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items
000999996 4 90000061208 28585R17 Misc OSB SKU SKU-000999996

511.28 255.04

0.00 1,022.56

ay your bill online at AutoZonePro.com . It you need crede

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

(Not reflected in invoice total)

OURALAST GOLD BA

O037972516

12378

2022.11-10

22.00

Outstanding Corea over 3 days: \$22.20

MSDS can be ordered upon request

The signature below advinouslyse customers' agreement to be bound by the terms outlined in the AutaZone Commercial Gustomer Charge Account Agreement, as amended from time to time.

R7777 5779 AR CREDIT 30834410570

Subtotal ASZFPR \$1,022.56 Total Due

\$1,022.56 \$1,022.56

AZC Savings Place Count Page Total

\$0.00

4

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\$1,022.56

SIIIII BUCOZONE

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

Phone Customer #

: (601) 960-1029 308344 Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

LUATER

Order information

Invoice Number PO Number Comm Specialist

Register Number Order Date

Remit To

AutoZone, Inc. PO Box 116067 Atianta, GA 30368-6067

No vehicle given for the following items
00099396 1 2181953 28570R16 Mec OSB SKU SKU-000999396

: 35 11/03/2022 09:16 AM

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

32.00

H8-DLG 96A-DLG 65-DLG

DURALAST GOLD BA DL3622-16-10 DURALAST AL DURALAST GOLD BA DURALAST GOLD BA

AST GOLD BA 0037963185 AST AL 0037963471 0037963850

and I. 12349 2022-10-27 12350 2022-10-28

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 emished from time to time.

AR CREDIT 30B34410570 AZAUML

\$185.12 Total Due

Subtotel

\$185.12 \$0.00 \$185.12

AZC Savinga Piece Count Page Total

\$185.12

Commercial Invoice
CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone
Customer # : \$08344

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Orderaniounation

Invoice Number PO Number Comm Specialist

Register Number Order Date

: 35 : 11/01/2022 11:07 AM

Remit To

AutoZone, Inc. PO Box 1 16067 Atlanta, GA 30368-6067

No vehicle given for the following items
000999398 2 90000008298 LT28570R17 Misc OSB SKU SKU-000999398

HB-DLG DURALAST GOLD BA
BS-DLG DURALAST GOLD BA
BS-DLG DURALAST GOLD BA
BS-DLG DURALAST GOLD BA
BS-DLG DURALAST GOLD BA

MSDS can be ordered upon request The signature below acknowledges customers agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to fixe.

RTMD AR CREDIT 30834410570 AGGBCM \$522.40 Total Due

Subtotal

\$522.40 \$0.00 \$522.40

2 \$0.00

1 of 1 \$522.40

AZC Savings Pisco Count Page Total

Commercial Invitation Commercial Invoice

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 latermation

Invoice Number PO Number Comm Specialist

: 0037964512 : 9925[K737] : COMMERCIAL SALES CENTER : 35 10/28/2022 10:51 AM

Register Number Order Date

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following Items
000999396 2 AME AMD9025 31580R225 Mac OSB SKU SKU-000999396 1,373.06 688.53 0.00 1,373.06 11 PER 1977 List Cod Core Total

ray your bill unline at AutoZonePro.com . If you need credentiala call 868-853-6459 or email electronic.ordering@autozone.com for

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$98.00

MSDS can be ordered upon request The algorithm below acknowledge, sustainer's agreement to be bound by the terms outlined in the AutoZone Commercial Gustomer Change Account Agreement, as amended from time to time.

Tax \$0.00
AR CREDIT 30834410570 AW1HR6 \$1,373.06 Total Due \$1,373.06

AZC Savings Piece Count Page Total

\$0.00 2 1 of 1 \$1,373.06

Subtotal \$1,373.08

BIIIIII DUCOZONE

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

BIII To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39206

Involce Number
PO Number
Comm Specialist

Register Number Order Date

35 10/28/2022 08:19 AM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2007 Ford Truck F150 1/2 ton P/U 2WD

68-DLG 1 DURALAST GOLD BA Duralest Gold Battery SKU-000053493
65S-DLG Core deferred amount: \$22.00 Core Due Date: 10/31/2022

145.34 Deferred

145.34

Pay your bill or sasistance.

(Not reflected in invoice total)

Total Core Bank: \$98.00

Subtotal

AZC Savings Place Count Page Total \$64.65

1 of 1

\$145.34

ACTALU

MAMINAUCOZONE Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

Phone Customer #

: (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number PO Number Comm Specialist : 0037950471 : 992107632 : COMMERCIAL SALES CENTER

Register Number Order Date

: 35 : 10/26/2022 03:07 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

DL3622-16-10

2007 Ford Truck F150 1/2 ton P/U 2WD

305263 1 DURALAST IDLER/T Dayco Balt Tensioner SKU-000428859
231130 1 DURALAST PULLEY Duralast Idler Pulley SKU-000445419

3622-16-10 1 DURALAST AL Duralast Alternator SKU-000607414

Core deferred amount: \$32.00 Core Due Date: 10/29/2022

278.98 139.49 0.00

33.29 28.12 139.49

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$54.00

Subtotal

\$200.90 \$0.00 **\$200.90**

AR CREDIT 30834410570

AU9H6C

\$200.90 Total Due

AZC Savings (Piece Count) Page Total \$138.07

3

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\$200.90

Wor WilliautoZone

CITY OF JACKSON N AZ
4225 Michael Avaion St
Jackson, MS 39209
Phone
Customer # : (601)

Bill To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 Order information

Invoice Number PO Number Comm Specialist

Register Number Order Date

240.34

: 0037983208 : 992671632> : COMMERCIAL SALES CENTER : 35 : 10/26/2022 09:54 AM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2007 Ford Truck F150 1/2 ton P/U 2WD

4061030 1 CONTINENTAL SER Continental Serpentine Belt
SKU-000190745

MCK1085 1 COOLING SYSTEM K Duralast Cooling System Kit
SKU-000102387 480.68 240.34 0.00

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request

The signature below asimowingspe quatomer's agreement to be bound by the terms outlined in the AueoZone Commercial Customer Charge Account Agreement, as amended from time to lime.

Subtotal

\$275.27 \$0.00 **\$275.27**

AZC Sevings Piece Count Page Total \$114.21

2

1 of 1

\$275.27

MIIIII AutoZone

Commercial Return

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (601) 960-1029
Customer # : 308344

WATER

Order Information

: 10/14/2022 03:54 PM

8 hr 49 No vehicle given for the following items
EGR267 -1 EGR VALVE Duralast EGR Valve SKU-000202991

Let (con) Con Tale

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$156.00

S can be ordered upon request dges customer's agreement to be bound by the terms outlined to tomer Charge Account Agreement, as amended from time to time. The signature below actnowle the AutoZone Commercial Cus

-\$47.00

AR CREDIT 30834410570 A8DRBF

-\$47.00 Total Due

Subtotal

\$0.00 -**\$47.00**

Piece Count Page Total

1 of 1

-\$47.00

1 SATER SIIIII SUROZONE

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

Bill To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

: (601) 960-1029 : 308344

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Cutty factorization

Invoice Number PO Number Comm Specialist

Register Number Order Date

Remit To

9087955738 PC961 COMMERCI

PC961 : COMMERCIAL SALES CENTER : 35 : 10/14/2022 11:35 AM

0.00

47.00

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$134.00

94.01

MSDS can be ordered upon request

The signature below authorisedges customers agreement to be bound by the terms outlined in
the AutoZone Commental Continuer Change Account Agreement, as emproded from time to firms.

Tax \$109.89 Total Due

AXC Savings Piece County Page Total \$41.59

2

1 of 1

\$109.89

MINIMAUROZONE

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (60' Customer # : 308

: (601) 960-1029 : 308344

Bill To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 JARA .

Invoice Number PO Number Comm Specialist

Register Number Order Date

37664943 28PT694 MMERCIAL SALES

: 35 : 10/12/2022 02:24 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Tata Cara Cara This 0.00 488.72

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$102.00

MSDS can be ordered upon request

The eignature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commencial Customer Charge Account Agreement, se amended from time to lime.

AR CREDIT 30834410570

ADBWXR

Tax \$488.72 Total Due

Subtotal

\$0.00 \$488.72 AZC Savinus Place Count Page Total

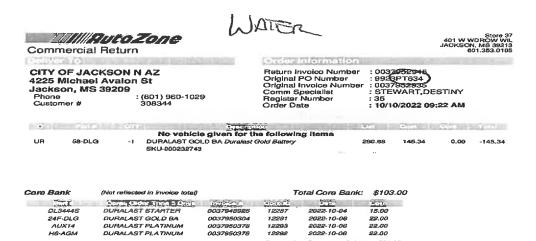
\$488.72

\$0.00

2

1 of 1

\$488.72



MSDS can be ordered upon request

The signature below solinowingse suggested appearing the bound by the terms outlined in the AutoZone Contracted Customer Charge Account Agreement, as amended from time to time.

Subtotal -\$145.34 Tax
A1JE5C -\$145.34 Total Due \$0.00 -\$145.34 Piece Count Page Total 1 of 1 -\$145.34

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Dall' 7: To

Phone Customer # Bill To

WATER

Order Information

Invoice Number
O Number
Comm Specialist
Register Number
Order Date

: 0037950304 : 9923 PT679 : JORDAN, WESLEY : 35 : 10/06/2022 10:40 AM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2009 Niesan/Datsun Truck Titan 2WD

1 DURALAST GOLD BA Duralast Gold Sattery SKU-000832327

Core deferred amount: \$22.00 Core Due Date: 10/09/2022

: (601) 960-1029 : 308344

List Pour Com Talks

Total Core Bank: \$37.00 Core Bank (Not reflected in invoice total)

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be board by the terms outlined in
the Augizane Commended Customer Change Account Augistriant, as amended from time to time.

Subtotal Tax AR CREDIT 30834410570

ATG0Z8 \$145.34 Total Due

AZC Savings Piece Count Rage Total

\$145.34

\$145.34

0037950304100622C

\$64.65

1

1 of 1

\$145.34

WATER Ell////gutoZone Commercial Invoice Officer (Flormation CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209 Phone (601) Customer # 3083 Invoice Number PO Number Comm Specialist : 0037885067 : 99210FF164 : COMMERCIAL SALES CENTER : (601) 960-1029 : 308344 Register Number Order Date Bili To **Remit To** CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067 No vehicle given for the following items 000999396 4 SUM5533466 21575R17 Misc OSB SKU SKU-000999396 Pay your biff online at AutoZonePro.com . If you need crec assistance. (Not reflected in invoice total)

Total Core Bank: \$00.00

DURALAST GOLD BAT 0037881917 12107 2022-08-24 22.00

Outstanding Cores over 3 days: \$22.00 Core Bank

MSDS can be ordered upon request.
The algneture below acknowledger cashemer's agreement to be bound by the terms outlined in the AutoZone Commercial Guestimer Charge Account Agreement, as amended from time to time. Subtotal Ramoto Spuro ARCREDIT 30834410570 Tax \$0.00
AR CREDIT 30834410570 AF8P9U \$1,691.60 Total Due \$1,691.60 0037865067062922C \$0.00 1 of 1 \$1,691.60 4

L) ATEZ MINIAUtoZone Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209 Phone Customer # (601) 960-1029 : 308344

Bill To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Core Bank (Not reflected in involce total)

Invoice Number
PO Number
Comm Specialist

: 0037885744 : 9921 F12 : COMMERCIAL SALES CENTER : 35 : 06/30/2022 02:54 PM Register Number Order Date

Total Core Bank: \$22.00

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items
000999396 2 991302 195L24 Misc OSB SKU SKU-000999396 List Cost Co 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

MSDS can be ordered upon request

The signalum below acknowledges customers agreement to be board by the same outlined in
the AutoZone Customer's Change Account Agreement, as emercled from time to time.

AR CREDIT 30834410570

1 ax \$0.00 AJDSTT \$1,401.00 **Total Due \$1,401.00**

AZC Savings Place Count Page Total

\$1,401.00

\$1,401.00

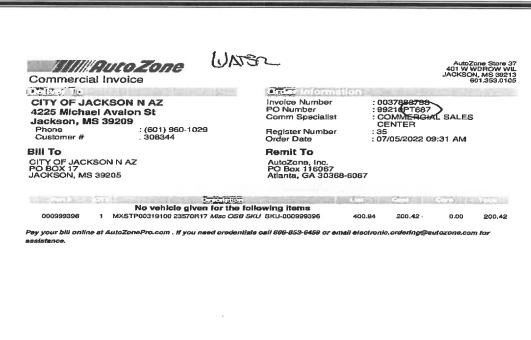
0037885744063022C

\$0.00

2

1 of 1

Subtotal





Randy James AR CREDIT 30834410570 AZC Sevings Piece Count Page Total

\$0.00 1 1 of 1

\$200.42

\$200.42

WilliautoZone Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avaton St Jackson, MS 39209 Phone (601) 960-1028 Customer # 308344

9 (601) 960-1029 308344

Bili To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

() MER

Order inferingation

Register Number Order Date Remit To

: 35 : 08/02/2022 10:23 AM

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2011 Dodge/Ram Truck Dekota Big Horn 2WD
65-DLG 1 DURALAST GOLD BA Duralast Gold Battery SKU-000053433
Core deferred amount: \$22.00 Core Due Date: 08/05/2022

290.68 145.34 Deferred 145.34

Core Bank

Total Core Bank: \$98.00

AUX14 DURALAST PLATINUM 0037904107 H6-AGM DURALAST PLATINU 0037904107

0037904107 12162 0037904107 12161

2022-07-29 22.00 2022-07-29 22.00

MSDS can be ordered upon request

The alghetime below acknowledges customer's agreement to be bound by the terms outlined in
the AlroZone Commercial Gustomer Charge Account Agreement, as emended from time to time.

Res 3 AR CREDIT 30834410570 AD09AU

Tax \$145.34 **Total Due**

Subtotal

\$145.34

AZC Savings | Plece Count | Page | Total

MINIAUtoZone Commercial Invoice

CITY OF JACKSON N AZ
4225 Michael Avaion St
Jackson, MS 39209
Phone (801) 960-1029
Customer # : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number : 00375
PO Number : 9921
Comm Specialist : COM

Register Number Order Date

Remit To

: 0037864533 : 99210TK618 : COMMERCIAL SALES CENTER

: 35 : 07/14/2022 08:51 AM

2.99

0.00

107.64

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items

AXA083 12 AUTOZONE AF FS AutoZone Pull Strength Antifreeze/Coolant
SKU-00000357 DEAL: Save on Antifreeze You saved \$53.28

AXA083 5XA083 SKU-00000367

DEAL: Save on Antifreeze You saved \$20.64

STP HME10W3010 48 STP 10W-30 STP High Milleage 10W-30 Motor Oil
SKU-0001783

DEAL: Save On Oil Your Strength Antifreeze You saved \$20.64 107.88 SKU-000811783
DEAL: Save On Off You saved \$85.44
AZP-10 36 AZ BRAKE PARTS CL. Brake Cleaner SKU-000008130
SP-BPC-10 DEAL: Save on You saved \$25.92

Pay your bill online at AutoZonePro.com . If you need credentiels call 866-853-6459 or email electronic.ordaring@s essistence.

MSDS can be ordered upon request.
The eignature below author-fedged automor's agreement to be bound by the terms outlined in the AutoZane Commercial Cultimate Charge Account Agreement, as emerded from time to time.

Ranny Species

Subbotal Tax
AR CREDIT 30834410570 ACRM32 \$471.78 **Total Due**

Subtotal

\$657.06

AXC Sevings Proce Count Rage Total

\$471.78

\$0.00

102

1 of 1

\$471.78

Will ButoZone Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 : (601) 960-1029 : 308344

Phone Customer #

BIII To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

LATER

Invoice Number : PO Number : Comm Specialist : Register Number Order Date

: 0037067406 : 99210PT63 : COMMERCIAL SALES CENTER

: 35 : 08/03/2022 01:54 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2007 Ford Truck Ranger 2WD
DLT-18 2 DURALAST AERO TR Duralast Wiper SKU-0002804 479

36.18 18.09 0.00 36.18

Liel Cost Corp Trial

Pay your bill online at AutoZonePro.com , if you need credentials call 865-853-6459 or email electro

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$54.00

MSDS can be ordered upon request
The signature below schrowledges customers agreement to be bound by the terms outlined in
the AutoZone Commercial Customer Change Account Agreement, as amended from time to time.

AR CREDIT 30834410570 AWZ754

\$36.18 Total Due

Subtotal

\$36.18 \$36.18

AZC Savings Piece Count Page Total

WATER Commercial Invoice Creat Information
Invoice Number
PO Number
Comm Specialist CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209 Phone : (601) Customer # : 3083 : 0037916724 : 99210PT748 : COMMERCIAL SALES CENTER : 35 : 08/17/2022 10:12 AM : (601) 960-1029 : 308344 Register Number Order Date Bill To **Remit To** CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067 (Not reflected in invoice total) Total Core Bank: \$66.00

MSDS can be ordered upon request The signature balow acknowledge customer's experience to be bound by the terms dullined in the Aud-Zone Commercial Customer Charge Account Agreement, as amended from time to time. \$145.34 \$0.00 **\$145.3**4 Subtotal \$145.34

Tax \$0.00

AR CREDIT 30834410570 ABSHC7 \$145.34

Total Due \$145.34 \$54.65 1 of 1 \$145.34

WARD Milli AutoZone

Commercial Invoice Orear information CHILD THE COLUMN

: 0037916276 : 99210TK738 : COMMERCIAL SALES CENTER : 35 : 08/17/2022 11:35 AM CITY OF JACKSON N AZ Involce Number PO Number Comm Specialist 4225 Michael Avalon St Jackson, MS 39209 : (601) 960-1029 : 308344 Register Number Order Date Phone Customer #

Remit To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

The Part Control of No vehicle given for the following items

000999396 1 HAN 3002449 12R225 HANKOOK AH37 AP HI Misc OSB SKU 1,748.74 874.37 0.00 874.37 SKU-000999396

(Not reflected in invoice total) Total Core Bank: \$66.00

MSDS can be ordered upon request The aignature below acknowledges customer's agreement to be bound by the terms outlined in the AsiaZone Commercial Costoner Charge Account Agreement, as amended from time to time.

Randy Greling AR CREDIT 30834410570 A1K3FC 8874.37 Total Due

AZC Savings Piece Count | Page | Total \$874.37 \$0.00 1 1 of 1

Subtotal

THE REAL PROPERTY OF THE REAL cmstinvc_EN_US_3.0.4.py

MINUTE BOOK 6Y

Will MutoZone Commercial Invoice

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

Invoice Number PO Number Comm Specialist

: 35 : 08/19/2022 09:38 AM

Register Number Order Date Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

65-DLG 1 DURALAST GOLD BA Durakst Gold Battery SKU-000053433
65S-DLG Core deferred amount: \$22.00 Core Due Date: 08/22/2022

Core Bank

(Not reflected in involce total)

Total Core Bank: \$88.00

MSDS can be ordered upon request

The alignature before automotivities our surround agreement to be bound by the terms outlined in the AutoZone Communical Customer Charge Account Agreement, as amended from time to time.

Victor M. Pick AD

Tax \$0.00
AR CREDIT 30834410570 A6WNTH \$145.34 Total Due \$145.34

ACC CAVIDED PROPOSED TO TOTAL

\$0.00 \$145.34

1

\$54.65

1 of 1

\$145.34

Commercial Invoice

MATTAN

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 09 : (601) 960-1029 : 308344

Bill To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 Creat information

Invoice Number PO Number Comm Specialist Register Number Order Date

: 0037917727 : 99210PT748 : STEWAHT, DESTINY : 35 08/19/2022 02:28 PM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

65-DLG 65S-DLG

No vehicle given for the following items
1 DURALAST GOLD BA Duralast Gold Battery SKU-000053433

22.00

Core Bank

(Not reflected in Invoice total)

Total Core Bank: \$44.00

MSDS can be ordered upon request

The eignature below aclemetique customer's apresent to be bound by the terms customed in
the AutoZone Commercial Customer Change Account Agreement, as amended from time to time.

Come Distersans

AR CREDIT 30834410570

Tax \$22.00 Total Due

Subtotal

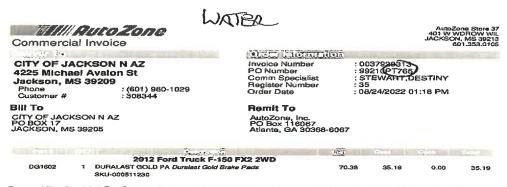
\$22.00

0037917727081922C

AVC Savings Place Count Page Total \$0.00

1 of 1

\$22.00



MSDS can be ordered upon request The signature to how schedules customer's agreement to be bound by the terms custimed in the AutoZone Commercial Customer Cherge Account Agreement, so amortied from time to time.

Subtotal AZC Savings Risco Count Page Total \$17.80 1 of 1 \$35.19

0037920313082422C

MID-SOUTH Machinery, Inc.

Jackson, MS 39204 (601) 948-6740 • Fax: (601) 353-8311 (Ont-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

5 Sewer Date Invoice # Page 07/18/22 00119867 1 Account# Order # Brc Sla 21595M 201252 001 12 RENTAL INVOICE

Ship To: CITY OF JACKSON P O BOX 17 SANITARY SEWER DIVISON Sold To: 0000 CITY OF JACKSON P O BOX 17

MS 39205 JACKSON Ship Via 03191624

Entered By Customer Purchase Order Customer Contact 04-23-21

Added 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 !!!!

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

NT Sales Tax Number -

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE Due By:
NO PARTS RETURNS ON ELECTRICAL &
SPECIAL ORDER PARTS

4,950.00

MAIL REMITTANCE TO

16

P.O. Box 6076 Jackson, MS 39288

M. MID-SOUTH Machinery, Inc.

Jackson, MS 39204 (601) 948-6740 * Fax: (601) 353-8311 (Out-p[-State WATS) 1-800-634-1205 * 1-800-898-0045 (MS WATS)

P.O. Box 6076 Jackson, MS 39288

Account# Order # Brc Sls 21595M 201252 601 12 Sold To: 000 CITY OF JACKSON P O BOX 17

JACKSON MS 39205

RENTAL Date Invoice # Page 1 N V O I C E 08/18/22 00119891 1

Ship To: CITY OF JACKSON P O BOX 17 SANITARY SEWER DIVISON

JACKSON MS 39205 Ship Via 03191624 Entered By 439mark 22001148-00 Customer Contact DANIEL THOMAS Ord Date 04-23-21

Model Serial Number Equip ID Customer Job # Customer Phone # 501-960-1168 Ord Ship B/O Fart Number Description Unit Unit Price UM Extended

Id# 03191624 FROM: 07/15/22 TERU: 08/11/22 28 Days Mcdel-210x4ex Serial#-210Q7NRHEX1624 48" BUCKET, AUX HYDRAULICS 4,950.00

Sub Total

NT Sales Tax Number -

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE
NO PARTS RETURNS ON ELECTRICAL &
SPECIAL ORDER PARTS

Machinery Inc. Machinery, Inc.

Jackson, MS 39204
(601) 948-6740 • Fax: (601) 353-8311
(Qut-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

P.O. Box 8076 Jackson, MS 39288

Account# Order # Brc Sls 21595M 201252 001 12

RENTAL Date Invoice # Page 1 N V O I C E 09/08/22 00119911 1

Sold To: 000 CITY OF JACKSON P O BOX 17

JACKSON MS 39205

Ship To: #18 CITY OF JACKSON P O BOX 17 SANITARY SEWER DIVISON

JACKSON MS 39205

Ship Via 03191624

Entered By Customer Purchase Order Customer Contact Ord Date 04-23-21

Model Serial Number Equip ID Customer Job # Customer Phone # 601-960-1168 Ord Ship B/O Fart Number Description Unit Price UM Extended

!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

Id# 03191624 FROM: 08/12/22 THRU: 09/08/22 28 Days Model-210X4EX Serial#-210Q7NKHEX1624 48" BUCKET, AUX HYDRAULICS

4,950.00

4.950.00

Sales Tax Number -

0.00

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE Due By: 4,950.00

SPECIAL ORDER PARTS

MID-SOUTH

Machinery, Inc.

MAIL REMITANT : TOY P.O. Box 8076 Jackson, MS 39288

Jackson, MS 39204
(601) 948-6740 • Fex. (601) 353-8311
(Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

Account# Order # Brc S1s RENTAL
21595M 201252 001 12 INVOICE

Sold To: 000
CITY OF JACKSON CITY OF O BOX 17

JACKSON MS 39205

RENTAL
INVOICE
Ship To:
CITY OF SANITARY
SANITARY
SANITARY

Date Invoice # Page 03/05/22 00:119549 1

Ship To: # 10
CITY OF JACKSON
P O BOX 17
SANITARY SEWER DIVISON

JACKSON
DATE: 02101614 MS 39205

JACKSON MS 39205

JACKSON Ship Via 03191624

Entered By Customer Purchase Order Customer Contact DANIEL THOMAS 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 !!!!

Id# 03191624 FROM: 12/31/21 THRU: 01/27/22 28 Days Model-210X4EX Serial#-210Q7NKHEX1624 48" BUCKET, AUX HYDRAULICS

4.950.00

NT Sales Tax Number --

0.00

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE Due By: 4,950.00

SPECIAL ORDER PARTS

Jackson, MS 39204 (601) 948-6740 • Fax: (601) 353-8311 (Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MID-SOUTH Machinery, Inc.

MAIL REMITTANCE TO Jackson, MS 39288

Account# Order # Brc Sls RENTAL Data Invoice # Page 21595M 201252 001 12 INVOICE 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 DIVISON
JACKSON

JACKSON Ship Via 03191624

Entered By Customer Purchase Order Customer Contact DANIEL THOMAS O4-23-21

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 !!!!

Id# 03191624 FROM: 01/25/22 TERU: 02/24/22 28 Days
Model-210x4EX Serial#~210Q7NKHEX1624
48" BUCKET, AUX HYDRAULICS 4.950.00

Sub Total

4,950.00

NT Sales Tax Number -

0.00

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE Due By: 4,950,00
NO PARTS RETURNS ON ELECTRICAL &
SPECIAL ORDER PARTS

M. M

MIID-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)

MAII, REVIII IANUE 10: P.O. Box 6076 Jackson, MS 39288

Account# Order # Brc 51s 21595M 201252 001 12

RENTAL Data Invoice # Page 1 N V O I C E 04/20/22 00119715 1

Sold To: 000 CITY OF JACKSON P O BOX 17

JACKSON MS 39205

Ship To: CITY OF JACKSON P O BOX 17 SANITARY SEWER DIVISON

12

JACKSON Ship Via 03191624

MS 39205

Entered By 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 Frice UM Extended

Id# 03191624 FROM: 02/25/22 THRU: 03/24/22 28 Days
Model-210x4EX Serial#-210Q7NKHEX1624
48° BUCKET, AUX HYDRAULICS

4,950.00 4,950.00

Sub Total

NT

Sales Tax Number -

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE Due By: 4,950.00
NO PARTS RETURNS ON ELECTRICAL & SPECIAL ORDER PARTS

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 51s 21595M 201252 001 12

RENTAL Date Invoice # Page 1 N V O I C E 05/10/22 00119738 1

Sold To: 000 CITY OF JACKSON P O BOX 17

Ship To: #13 CITY OF JACKSON F O BOX 17 SANITARY SEWER DIVISON

JACKSON MS 39205

JACKSON Ship Via 03191624

Entered By Customer Furchase Order Customer Contact DANIEL THOMAS

MS 39205

Entered By Customer Furchase Order Customer Contact DANIEL THOMAS

Model Serial Number Equip ID Customer Job # Customer Phone # 601-960-1168

Ord Ship B/O Part Number Unit Frice UM Extended Ord Ship B/O Fart Number Description

!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

Id# 03191624 FROM: 03/25/22 THRU: 04/21/22 28 Days Model-210X4EX Serial#-210Q7NKHEX1624 48" BUCKET, AUX HYDRAULICS

4,950.00

Sales Tax Number -

Sub Total

0.00

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE NO BARTS 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 6078 Jackson, MS 39288

Account# Order # Brc S1s 21595M 201252 001 12

Sold To: 000 CITY OF JACKSON F O BOX 17

JACKSON MS 39205

RENTAL INVOIĆE

Date Invoice # Page 06/05/22 00119763 1 # 14

Ship To: CITY OF JACKSON P O BOK 17 SANITARY SEWER DIVISON

MS 39205

JACKSON Ship Via 03191624 Entered By Customer Purchase Order 439mark 22001148-00 Customer Contact Ord Data DANIEL THOMAS 04-23-21 Ord Ship B/O Part Number Description Unit Price UM Extended

!!!! WE THANK YOU FOR YOUR BUSINESS !!!!

Id# 03191624 FROM: 04/22/22 THRU: 05/19/22 28 Days
Model-210X4EX Serial#-210Q7NKHEX1624
48" BUCKET, AUX HYDRAULICS

4,950.00 Sub Total

0.00

Sales Tax Number -NT

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

RENTAL INVOICE

Invoice # Page Date 06/27/22 00119803

000 Sold To: CITY OF JACKSON P O BOX 17

JACKSON MS 39205

Ship To: #15 CITY OF JACKSON P O BOK 17 SANITARY SEWER DIVISON

JACKSON Ship Via 03191624 108 39205

Entered By Customer Purchase Order Customer Contact 439mark 22001148-00 DANIEL THOMAS 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 !!!!

Id# 03191624 FROM: 05/20/22 THRU: 06/16/22 28 Days Model-210X4EX Serial#-210Q7NKHEX1624 48" BUCKET, AUX HYDRAULICS

4,950.00 4,950.00

Sub Total

0.00 Sales Tax Number -

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

CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209

Phone Customer#

: (601) 960-1029 : 308344

BIII To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number PO Number Comm Specialist

: 0037849941 : 99231K758 : COMMERCIAL SALES CENTER : 35 : 11/04/2022 04:22 PM

Register Number Order Date

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items
000999998 8 AME AMD2041 LT24675817 Misc OBS SKU SKU-00099998

AutoZone Store 37 401 W WDROW WIL JACKSON, MS 39213

0.00 1,390,80

(Not reflected in tovoice total)

DURALAST GOLD BA

0037984398

1250

2022-10-28

22.00

Outstanding Cores over 3 days: \$22.00

Total Core Bank: \$22.00

463.60

MSDS can be ordered upon request

The olgrature below acknowledges customer's agreement to be build by the terms outlined in the AutoZone Commencial Outcomer through Zonouti Agreements, as amended from time to time.

AR CREDIT 30834410570

Subtotal Tax 51.390.80 Total Due

\$1,390.80 \$0.00 **\$1,390.80**

\$0.00

ngs Place Count 6

1 of 1

Total \$1,390,80

MINIMAUTOZONE

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

Phone Customer #

: (601) 960-1029 - 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

FIRE

Only mondie

Invoice Number PO Number Comm Specialist

: 0037959000 : 9925TK762 : COMMERCIAL SALES CENTER

Register Number Order Date

: 10/19/2022 09:27 AM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items
000999396 2 SG204080 LIFT SUPPORT Misc OSB SKU SKU-000999398

List Cost Cost Special

99.50 49.75

0.00 99.50

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$225.00

DURALAST GOLD S DURALAST GOLD BA DURALAST ALTERNATO 12V-14 AGM POWERSP 65-DLG 13985

175 0037953651 0037954360 0037954379 0037955051

953651 12304 2022-10-11 40.00 954360 12305 2022-10-12 22.00 954379 12306 2022-10-12 40.00 955051 12309 2022-10-13 10.00

Romp Ct

AR CREDIT 30834410570

A8H0EK

\$99.50 Total Due

Subtotal

\$0.00 Page Savings Place Count Page Total

\$99.50

vc_EN_US_3.0.4.py

\$0.00

2

1 of 1

\$99.50

MINING Zone

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

: (601) 960-1029 : 308344

BIII TO CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

FIRE

Order latermation

Invoice Number PO Number Comm Specialist

0037959601 9923TK762 COMMERCIAL SALES CENTER

CATHERINE CATHERINE

: 35 : 10/19/2022 09:28 AM

Remit To AutoZone, Inc. PO Box 116087 Atlanta, GA 30368-6067

2012 Ford Truck F-350 Super Duty XL 2WD

1 DURALAST GOLD BA Duralest Gold Battery SKU-000053433

Core deferred amount: \$22.00 Core Due Date: 10/22/2022

Core Bank (Not reflected in invoice total) Total Core Bank: \$247.00 DURALAST GOLD BA DURALAST ALTERNATO 12V-14 AGM POWERSP 65-DLG

MSDS can be ordered upon request The signature below advantages customers agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as entended from time to time.

Subtotal

AV2 Savings /Piscs Count Page Total

00379580011019220

\$64.65

1 of 1

\$145.34

MINIMAUTOZONE Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209
Phone
Customer #

(601) 960-1029 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

FIRE

Order Information

Invoice Number PO Number Comm Specialist

: 0037956548 : 99247K762 : COMMERCIAL SALES CENTER

Register Number Order Date

: 35 : 10/18/2022 01:19 PM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2012 Ford Truck E-350 Super Duty
DLT-20 2 DURALAST AERO TR Duratest Wiper Blade SKU-000280487

Con Con Tour

39.98

Total Core Bank: \$269.00 1 12304 2022-10-11 40,00 0 12305 2022-10-12 22,00 1 12310 2022-10-12 40,00 1 12310 2022-10-13 20,00 1 12399 2022-10-13 10,00 DLG5985 DURALAST GOLD 5 0037953651
65-DLG DURALAST GOLD 8A 0037954396
13985 DURALAST ALTERNATO 0037954379
H6-DLG DURALAST GOLD BA 0037955051
B5-DLG DURALAST GOLD BA 0037955051
B5-DLG DURALAST GOLD BA 0037955984 12315 2022-10-14

MSDS can be ordered upon request The signiture below acknowledges outcomer's agreement to be bound by the terms outlined in the AddaZone Commercial Countern Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

Tax A4AUF0 \$39.98 Total Due

\$39.98

Azc Savings Piece Count Page Total \$0.00

2

1 of 1

\$39.98



Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209 Phone : (601) Customer # : 3083

: (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number PO Number Comm Specialist : 0037958300 : 9923TK760 : COMMERCIAL SALE CENTER : 35 10/18/2022 09:28 AM K760 MERCIAL SALES ER

Register Number Order Date

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

	0.00	2012 Ford Truck F-350 Super Duty XL 2WD	A-11	CSU.	.ese	Total
DG1333	1	DURALAST GOLD PAD <i>Duralest Gold Brake Pads</i> SKU-000237426 DEAL: <i>DLG/OL EXC</i> You saved \$1,92	72.38	34,27	0.00	34,27
DG1334	1	DURALAST GOLD PAD Duralest Gold Brake Pads SKU-000237427	69.98	34.99	0.00	34.99
18-B5023 99-17938L	1	BRACKETED CALI Duralast Reman Bracketed Caliper SKU-000564790	139.85	69.93	Deferred	69.93
750270L	2	Core deferred amount: \$55.00 Core Due Date: 10/21/20/22 DURALAST COATED Duralast Coated Rotor 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 elect assistance.

Core Bank Total Core Bank: (Not reflected in invoice total)

DURALAST GOLD S

DURALAST GOLD BA

DURALAST ALTERNATO

DURALAST GOLD BA

OD

DURALAST GOLD BA

OD

DURALAST GOLD BA

OD

DURALAST GOLD BA DLG5998 65-DLG 13985 H8-DLG ETX14 65-DLG 2022-10-11 2022-10-12 0037953651 0037954360 0037954379 0037955051 0037955051 0037955984

MSDS can be ordered upon request The signature below extraowledges customars agreement to be count by the terms cutined in the AuroZone Commercial Customer Charge Account Agreement, as emanded from time to time.

Subtotal Tax \$537.07 **Total Due** \$0.00 **\$537.07** AR CREDIT 30834410570 ALC Savings Class Count Page Total

00379583001018220

\$44.56

5

1 of 1

\$537.07

MINIMOZONE Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

9 : (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

FIRE

Order Information

Invoice Number PO Number Comm Specialist

Register Number Order Date

: 0037956208 : 9923TK760 : COMMERCIAL SALES CENTER : 35 : 10/18/2022 09:37 AM

Remit To

AutoZone, Inc. PO Box 116087 Atlanta, GA 30368-6067

2012 Ford Truck F-350 Super Duty XL 2WD

1 DURALAST GOLD PAD Duralest Gold Brake Pads
SKU-000237426
DEAL OLD TOTAL SKU-000237426

DEAL: DLG/DL EXC You saved \$1.50

DURALAST BRAKE RO Duralast Brake Rotor SKU-000914209

DEAL: DLG/DL EXC You saved \$38.12 42259 339.98 151.93 0.00 303.86

Core Bank (Not reflected in involce total) Total Core Bank: \$269.00 DURALAST GOLD 8A 0037953951
DURALAST GOLD BA 0037954379
DURALAST GOLD BA 0037955051
DURALAST GOLD BA 0037955051
DURALAST GOLD BA 0037955954 1 12304 2022-10-11 40.00 0 12305 2022-10-12 22.00 0 12306 2022-10-12 40.00 1 12310 2022-10-13 22.00 1 12310 2022-10-13 10.00 1 12315 2022-10-14 22.00 . 14 DLG599S 65-DLG 13985 H6-DLG ETX14 65-DLG

MSDS can be ordered upon request

The eignanne below actinowiedges customer's agreement to be down by the terms outlined in
the AutoZone Commental Customer Charge Account Agreement, as amended from time to fine.

Subtotal AF1HFW \$338.55 Total Due AR CREDIT 30834410570

AZC Savings Place County Page Total \$0.00 3 1 of 1

\$338.55

\$338.55

MININGEOZONE Commercial Return

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

: (601) 960-1029 : 308344 Phone Customer #

FIRE

Order Information

Return Invoice Number Criginal PO Number 9923TK760 Original Invoice Number Comm Specialist STEWART, DESTINY Register Number 56 Order Date 9037958300 STEWART, DESTINY 100767 Date 100768700 STEWART, DESTINY 100767 Date 100768700 STEWART, DESTINY 100768700 STEWART, DESTINY 10076870 STEWART, DESTINY 1007687

NONE		HII 157777	Section 1995	and Cronnell	Part I	Gara I	10.75 PT 10.01
			No vehicle given for the following items				
UR	DG1333	-1	DURALAST GOLD PAD Duralast Gold Brake Pads	72,38	34.27	0.00	-34.27
			SKU-000237426				
UR	75027DL	-1	DURALAST COATED Duralast Coated Rolor	443.98	198.94	0,00	-198,94
			SKU-000792849				
UR	75027DL	-1	DURALAST COATED Duralast Coated Rotor	443.98	198.94	0.00	-198.94
			SKU-000792849				

Core Bank	(Not reflected in invoice total)			Total Core Bank:	\$269.00
Total X	Colou Chay Thun S Degra		ECC	T11	Care
DL05995	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	0037855051	12309	2022-10-13	10.00
65-DLG	DURALAST GOLD BA	0037955984	12315	2022-10-14	22.00
			Cutetacci	na Come over 3 days:	£156.00

MSDS can be ordered upon request

The signature delaw ecknowledges statumer's agreement to be bound by the testing outlined in the AutoZone Commercial Sustains Change Robotal Agreement, as amended from time to time.

Tax \$0.00 9570 A3ZA10 -\$432.15 **Total Due -\$432.15**

1 of 1

-\$432.15

Commercial Invoice

CITY OF JACKSON N AZ Jackson, MS 39209
Phone (601
Customer # : 3083 (601) 960-1029 : 308344

MIMMUtoZone

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

FIRE

Order information

Invoice Number PO Number Comm Specialist

: 0037957906 : 99237K760 : COMMERCIAL SALES CENTER : 35 : 10/17/2022 02:47 PM

Remit To AutoZoпe, Inc. PO Box 116067 Atlanta, GA 30368-6067

2012 Ford Truck F-330 Super Duty KingRanch 2WD 710584 1 DL WHEEL SEAL Bearings & Seals Wheel Seal - Front SKU-000247519 0.00 7.59

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or ea

Total Core Bank: \$214.00 DURALAST GOLD S 0037953651 12

DURALAST GOLD BA 0037954960 12

DURALAST ALTERNATO 0037954979 12

DURALAST GOLD BA 0037955051 12

12V-14 AGM POWERSP 0037955051 12 04 2022-10-11 12304 12305 D/ G5999 40.00 65-DLG 13985 2022-10-12 2022-10-12 22.00 H6-DLG ETX14 12309 2022-10-13 10.00

MSDS can be ordered upon request

The signature below acknowledges customer's agreement to be bound by the terms outlined to
the AutoZone Commercial Customer Charge Apparatument, as amended from time to line.

KAND IGN

AR CREDIT 30834410570 ARR7W4

\$0.40

1 of 1

AZC Savings Piece Count Page Total \$7.59

Subtotal

\$7.59 Total Due

1

\$7.59

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone (601) Customer # 3083

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Cities information

Invoice Number PO Number Comm Specialist

Register Number Order Date

Remit To AutoZone, Inc. PO Box 118067 Atlanta, GA 30368-6067

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

AR CREDIT 30834410570

\$0.00

\$0.00

ALC Devings | Piece Count 4

1 of 1

Total \$495.64

MINISULOZONE Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (60° Customer # : 308

)9 : (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Order Information Invoice Number PO Number Comm Specialist

Register Number Order Date

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items
000999396 4 2183043 22560R16 Misc OSB SKU SKU-000999396

Let Cod Com Table

: 06/30/2022 01:24 PM

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$22.00

Randy Spens ARCHEDIT 30834410570

ACF820 \$495.64 Total Due

AZC Savings (Place Count) Page Total

\$495.64

\$0.00

4

1 of 1

\$495.64

Subtotal

POPKS 5 REC WWW.MININGZone Commercial Invoice Invoice Number PO Number Comm Specialist CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Register Number Order Date Phone Customer # Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067 BIII To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205 No vehicle given for the following items
000999396 2 9000000299 LT24570817 Mac CSB SKU SKU-000999396 Cont Cont Con Years Core Bank

MSDS can be ordered upon request.

The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Coastoner Chauge Account Agreement, as emended from time to time.

Subtotal Tax \$498.60 Total Due RANDY 5~ With Place County Page \$0.00 2 1 of 1 \$498.60

Parks & Roc

BIIIII BULOZONE Commercial Invoice

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

Invoice Number PO Number Comm Specialist

: 0037963273 : 992 PT785 : COMMERCIAL SALES CENTER : 35 : 10/26/2022 11:47 AM

Register Number Order Date

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

9000 289.78 0.00 134.89 35.13 17.56 0.00 17.56

Core Bank (Not reflected in invoice total) Total Core Bank: \$22.00

MSDS can be ordered upon request.
The signature below achnowledges customer's greenment to be bound by the jerme dutkned in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AR CREDIT 30834410570

A6BDME

Subtotal Tax \$152.45 **Total Due**

AZC Savings Piece Count Page Total



\$37.53

2

1 of 1

\$152.45

WIIIIIII BUtoZone

Pario & Rich

CITY OF JACKSON N AZ 4225 Michael Avaton St Jackson, MS 39209 Phone (601) Customer # : 3083

: (601) 960-1029 : 308344

Return Involce Number
Original PO Number
Original Involce Number
Original Invo

No vehicle given for the following items

1 DURALAST PULLEY Dayco Idler Pulley/Tensioner
SKU-000445424

(Not reflected in invoice total)

Total Core Bank: \$22.00

MSDS can be ordered upon request.

The nignature below antiroxideges autionar's agreement to be bound by the larges outlined in the AutoZone Commercial Dustiner Charge Account Agreement, set amended from time to time.

AR CREDIT 30834410570

A3WC36

Tax -\$21.49 Total Due

Subtotal

-\$21.49 -\$21.49

Place Count Rept Total 1

1 of 1

-\$21.49

Commercial Invoice

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

Phone Customer #

: (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number PO Number Comm Specialist

: 0037959691 : 9924P1786 : COMMERCIAL SALES CENTER

Register Number Order Date

: 35 : 10/20/2022 09:12 AM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

E71990 L-62261

Liet Cost Cost Tree

22.16

0.00

Pay your bill online at AutoZonePro.com . If you need credentials call 866-859-6459 or emell elect

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$187.00

65-DLG

DURALAST GOLD BA 0037954380 12305 2022-10-12 22.00

Outstanding Cores over 3 days: \$22.00

Wwo.

AR CREDIT 30834410570

ABR55R

Tax \$22.16 Total Due

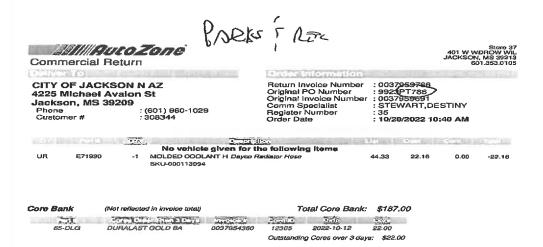
\$22.16

AZC Savings Piece Count Page Total \$14.83

1

1 of 1

\$22.16



MSDS can be ordered upon request.
The algorithm below actioned department is agreement to be bound by the forms outlined in the AutoZone Commercial Qualitative Change Account Agreement, as amended from time to time.

Tax -\$22.16 Total Due

Piece Count Page Total 1 of 1 -\$22.16

PAPES (DE

Commercial Invoice Parties II

CITY OF JACKSON N AZ
4225 Michael Avalon St
Jackson, MS 39209
Phone : (801) 960-1029
Customer # : 308344

Bill To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Older in a mailor

Invoice Number PO Number Comm Specialist

Register Number Order Date

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

| No vehicle given for the following items | 12 | 90000008299 LT24570R17 Misc OSB SKU SKU-000999396 THE COST COST TOUR

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$102.00

: 35 : 10/12/2022 02:27 PM

Range for

Tax
AR CREDIT 30834410570 AW48CF \$496.28 **Total Due**

AZC Savings Piece Count Page Total

Subtotal

\$496.28

\$0.00

2

1 of 1

\$496.28

PARKE FREC

Commercial Invoice

CITY OF JACKSON N AZ
4225 Michael Avaion St
Jackson, MS 39209
Phone
Customer # : 9083

: (601) 960-1029 : 308344

Bill To CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Older Information

Invoice Number PO Number Comm Specialist Register Number Order Date

No vehicle given for the following items

8 AME AMD8310 11R225 AMERICUS CS DRIVE Misc OS6 SKU
SKU-000999398

0037953983 9923TK771 BRATTON JR,LC 35 10/11/2022 03:12 PM

0.00 4.415.84

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$40.00

MSDS can be ordered upon request.
The signature below advisoratedges customer's agreement to be sound by the terms outlined in the AuraZone Commenced Customer Change Account Agreement, we amended from little to little.

AR CREDIT 30834410570

Subtotal Tax \$4,415.84 Total Due \$4,415.84

\$0.00 **\$4,415.84**

rings | Piece Count | Page | Total \$0.00

8

1 of 1

\$4,415.84

Paper & REC Some Some

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (60 Customer # 308

: (601) 960-1029 308344

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Invoice Number PO Number Comm Specialist

Register Number Order Date

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items

: 0037908484 : 9921 TR218 : COMMERCIAL SALES CENTER

: 35 : 08/02/2022 01:09 PM

563.88

Core Bank

(Not reflected in invoice total)

SERVE BAT

Total Core Bank: \$98.00

DURALAST PLATINUM DURALAST PLATINU

TOTAL MARK 0037904107 0037904107

12162 12161

2022-07-29 2022-07-29

22.00 22.00

MSDS can be ordered upon request

The signature bolow acknowledges customer's agreement to be bound by the turns outlined in
the AutoZone Commercial Customer Change Account Agreement, as amended from time to time.

Rundy Spens

AR CREDIT 30834410570

AZC Saving Place Count Page Total

Tax \$583.68 Total Due

Subtotal

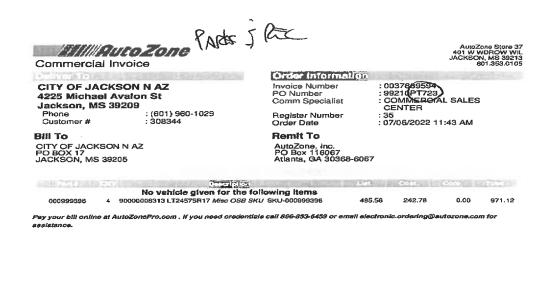
\$563.68

\$0.00

4

1 of 1

\$563.68



MSDS can be ordered upon request

The signature below acknowledges customers agreement to be bound by the ferme outlined in the AutoZane Continuated Designer Output Charge Account Agreement, as emissided from time to line.



ray your out office at 2002.000-70.0001. If you need presented our opposition of all manufacture. Out office for analysis.

MSDS can be ordered upon request representation and the properties believe extensive colorinary agreement as well-active the properties of
PARKS & Rice

IIIIII SutoZone Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) Customer # : 3083

9 : (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

Order information

Invoice Number PO Number Comm Specialist Register Number Order Date

: 0037919831 : 99210PT786 : STEWART, DESTINY : 36 : 08/23/2022 11:08 AM

Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Cods Cods

2012 Chevrolet Truck Silverado 2500HD LT 2WD
H6-DLG 1 DURALAST GOLD BA Durabast Gold Battery SkU-000892392
Core deferred amount: \$22.00 Core Due Date: 08/26/2022

311.58

155.79 Deferred

Core Bank

(Not reflected in invoice total)

Total Core Bank: \$66.00

MSDS can be ordered upon request

The eigneture below acknowledges automer's agreement to be burned by the terms cullined in the AutoZone Commercial Castomer Chaege Account Agreement, se amended from time to time.

Tax \$155.79 Total Due

AZC Savings | Flece Count | Page | Total

003/9198310023220

\$44.20

1 of 1

\$155.79

Will HutoZone

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avaion St Jackson, MS 39209

Phone Customer #

: (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

PAVED Invoice Number
PO Number
Comm Specialist

Register Number Order Date

: 35 : 10/04/2022 09:17 AM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

STREET	S - 111	Association and the Committee of the Com	AND THE RESERVE	COLUMN	CLUP SE	
		2015 Chevrolet Truck Silverado 1500 LS 4WD				
DG1363	1	DURALAST GOLD BR Duralest 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;
		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 Duralest Brake Rotor SKU-000838115	167.98	51.36	0.00	51.36
55097		DEAL; DLG/DL Truck You saved \$32.63				

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 board by the terms outlined in
the AutoZone Commercial Customer Charge Account Agraement, as amended from time in time.

AR CREDIT 30834410570

Tax \$169.98 Total Due

0037948947100422G

1 of 1

AZC Savings Piece Counti Page Total \$169.98

BIIIII GUTOZONE

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

: (601) 960-1029 : 308344

Bili To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

PAVED

St

Caterinion retail Invoice Number PO Number Comm Specialist

Register Number Order Date

: 35 : 10/04/2022 11:32 AM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items
00099936 4 90000032999 26570R17 Misc OSB SKU SKU-000999398

468.44! 234.22 0.00 936.88

Core Bank

(Not reliected in invoice total)

Total Core Bank: \$15.00

MSDS can be ordered upon request. The algorithm below acknowledges outsinest's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

Randy Georg

AR CREDIT 30634410570

Subtotal Tax AL8429 \$936.88 Total Due

\$936.88 \$936.88 AZC Savings Place Count Page Total

\$0.00

4

1 of 1

\$936.88

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 : (601) 960-1029 : 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

PAVED St Caller Into med on

Invoice Number PO Number Comm Specialist

Register Number Order Date Remit To AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

2015 Chevrolet Truck Silverado 1500 LS 4WD

1 DURALAST GOLD BR Duratest Gold Brake Pads
SKU-000208789
DEAL: DLG/DL Truck You saved \$2.71

1 DURALAST GOLD PAD Duratest Gold Brake Pads
SKU-000480087

1 DL ROTOR Duratest Brake Roter SKU-000838115
DEAL: DLG/DL Truck You saved \$32.64

1 DL ROTOR Duratest Brake Roter SKU-000838115
DEAL: DLG/DL Truck You saved \$32.63 DG1707 69.98 34.99 0.00 34.99 187.98 Ö.00 55097OL 51.35 51.35 55097 55097DL 55097 167.98

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 burned by the terms outlined in
the AutoZone Commercial Ousemer Charge Account Agreement, as amended from time to time.

fand plan

AR CREDIT 30834410570 ALC5EA \$169.98 Total Due

AZC Savings Piece Count Page Total

\$169.98 Subtotal

\$19.00

1 of 1

MANINAUTOZONE

Commercial Invoice

CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209

Phone Customer #

(601) 960-1029

APEPROUND

: 308344

Bill To

CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205

PAVED

Pade Information

Invoice Number PO Number Comm Specialist

CENTER

Register Number Order Date

: 10/04/2022 11:32 AM

Remit To

AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

No vehicle given for the following items

4 90000032693 25570R17 Misc OSB SKU SKU-000999396

assistance.

Core Bank

(Not reflected in Invoice total)

Total Core Bank: \$15.00

MSDS can be ordered upon re nowledges customer's agreement to be bound by the terms outlined in all Customer Charge Account Agreement, as amended from time in time

Randy Jams

AR CREDIT 30834410570

Tax \$936.88 Total Due

Subtotal

\$936.88 \$0.00 \$936.88

0037949062100422C

omstinyc EN US 3.0.4.py

\$0.00

AZC Savings Place Count Page 4

1 of 1

\$936.88

Vice President Lee moved adoption; Council Member Lindsay seconded.

Yeas – Foote, Hartley, Lee and Lindsay.

Nays - Banks and Grizzell.

Absent - Stokes.

* * * * * * * * * * * * *

President Banks recognized Vice President Lee who moved, seconded by Council Member Lindsay to reconsider Agenda Item No. 13 - Claims. The motion prevailed by the following vote:

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

Nays - None.

Absent - Stokes.

* * * * * * * * * * * * *

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

ORDER APPROVING CLAIMS NUMBER 29401 to 29456 APPEARING AT PAGES 1 TO 27 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$7,245,989.25 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29401 to 29456 appearing at pages 1 to 27, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$7,245,989.25 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:

TO
ACCOUNTS PAYABLE
FUND

FROM:	FUND
GENERAL FUND	4,360,424.36
TECHNOLOGY FUND	512.39
PARKS & RECR. FUND	146,958.31
BUSINESS IMPROV FUND (LANDSCP)	415.68
LANDFILL/SANITATION FUND	33,728.53
STATE TORT CLAIMS FUND	925.00
WATER/SEWER REVENUE FUND	80.71
WATER/SEWER OP & MAINT FUND	1,208,446.20
REPAIR & REPLACEMENT FUND	10,526.00
DISABILITY RELIEF FUND	4,822.26
EMPLOYEES GROUP INSURANCE FUND	1,168.00
NARCOTICS EVIDENCE ESCROW	2,207.40
PAYROLL FUND	347.40
HOUSING COMM DEV ACT (CDBG) FD	32,901.15
EMERGENCY SHELTER GRANT (ESG)	1,192.52
UNEMPLOYMENT COMPENSATION REVO	3,213.28
1% INFRASTRUCTURE TAX	68,962.96
MADISON SEWAGE DISP OP & MAINT	39.54
TRANSPORTATION FUND	409,078.44
RESURFACING – REPAIR & REPL. FD	4,287.35
WATER SEWER B&I FD 2013 \$89.9M	5,750.00
09 TIF BOND FUND \$407000	850.00
2015 A/B G.O. REFUNDING	343,206.26
MODERNIZATION TAX	1,999.00
SIEMENS SETTLEMENT ACCOUNT	299,231.99
PLANNING AND DEV GRANTS	1,216.93
CDBG COVID CARES	5,172.13
ZOOLOGICAL PARK	17,424.80
2019 7M NOTE	113,750.00
LÍBRARY FUND	162,250.66
DFA – SB2971 – PETE BROWN GOLF	4,900.00
TOTAL 7	

Vice President Lee moved adoption; Council Member Lindsay seconded.

TOTAL

\$7,245,989.25

President Banks recognized Catoria Martin, City Attorney, and Sandra Moncure, Deputy City Attorney, who provided a brief overview of said item.

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

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

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ORDER AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CANIZARO CAWTHON DAVIS, A PROFESSIONAL ASSOCIATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW FIRE STATION 20 BUILDING, CITY PROJECT NO. 15B7003.401.

WHEREAS, the governing authorities for the City of Jackson authorized a professional services agreement with Canizaro Cawthon Davis, A Professional Association (hereinafter "CCD") on July 12, 2016, for architectural services related to the construction of a new Fire Station 20 Building, City Project No. 15B7003.401, which was executed on December 19, 2016 in the amount of \$183,182.00; and

WHEREAS, the professional services agreement was amended, as Amendment No. 1, on January 14, 2020, 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 July18, 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.

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.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C450i DIGITALCOPIER BEING USED BY THE DEPARTMENT OF PUBLIC WORKS WATER/SEWER UTILITIES DIVISION.

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.

Council Member Grizzell moved adoption; Council Member Lindsay 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 and Lindsay. Nays – None. Absent – Stokes.

There came on for discussion, Agenda Item No. 36:

DISCUSSION: JOSEPH HOLIDAY- MAN UP! STAND UP: President Banks stated discussion item would be held due to the absence of Council Member Stokes.

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DISCUSSION: WARD BOUNDARIES: President Banks recognized **Council Member Hartley** who expressed concerns regarding redistricting. **President Banks** requested the Chairperson of the Rules Committee and City legal prepare to have a discussion on the statutory responsibilities of the City Council.

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President Banks recognized Council Member Hartley who expressed concerns regarding Council Member's knowing the jurisdiction of their ward to help Council Members conduct the business of their ward. President Banks recognized Robert Lee, Interim Public Works Director, who stated the public works and solid waste departments were working on a getting the "Right of Way" program up and running next week. President Banks recognized Lakesha Weathers, Solid Waste Manager, who expressed concerns regarding grass cutting on city owned properties.

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DISCUSSION: THE MANDATORY DUTY OF THE CITY COUNCIL TO RESDISTRICT THE MUNICIPALITY - MS STATE ANNOTATED SECTION 21-8-

7: President Banks expressed concerns regarding redistricting and the fast-approaching deadline. President Banks also stated doing so is the duty of the Council. President Banks recognized Catoria Martin, City Attorney, who stated at this time, the firm the City has used in the past has not yet provided a proposal to present to the City Council but the conversation started about two months ago.

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DISCUSSION: GARBAGE RFP: President Banks recognized Council Member Foote who expressed concerns regarding the need for an RFP for a long-term garbage collection contract. Council Member Foote also stated there were only 170 days left before the current emergency contract expires.

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President Banks recognized **Vice President Lee** who moved, seconded by **Council Member Lindsay** to add an item to the agenda on an emergency basis, approving the payment of lodging and per diem expenses to individuals providing mock accreditation services to the Jackson Police Department on October 10 through October 12, 2023. The motion failed by the following vote:

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

Note: Failed due to a lack of a majority vote.

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MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Banks expressed that all City Council members received the monthly privilege license report for review.

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The following reports/announcements were provided during the meeting:

- Council Member Grizzell announced the following:
 - Happy Homecoming to all Jackson State University Alumni!
- Council Member Hartley announced the following:
 - Any non- profit groups interested in helping with clean-up efforts around Jackson State University, contact Ward 5 office at 601-960-1092.
- Vice President Lee announced the following:

 Happy Founders Day and Happy Homecoming to all Tougaloo College Alumni.
* * * * * * * * * * *
President Banks recognized Council Member Lindsay who moved, seconded by Council Member Hartley to go into Closed Session to discuss "Pending Litigation". The motion prevailed by the following vote:
Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay. Nays – None. Absent – Stokes. ***********************************
During Closed Session, Council Member Lindsay moved, seconded by Council Member Grizzell to go into Executive Session to discuss pending litigation on Richards Disposal VS the City of Jackson. 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 Executive Session to to discuss pending litigation on Richards Disposal VS the City of Jackson .
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Note: Council Member Lindsay left the meeting during discussion.

Council Member Grizzell moved, seconded by Council Member Foote, to come out of Executive Session. The motion prevailed by the following vote:
Yeas – Banks, Foote, Grizzell, Hartley and Lee. Nays – None. Absent – Lindsay and Stokes.
* * * * * * * * * * *
President Banks announced to the public that the Council voted to come out of Executive Session and no action was taken.
* * * * * * * * * * * *
There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 4:00 p.m. on October 11, 2023. At 12:04 p.m., the Council stood adjourned.
PREPARED BY: APPROVED.

MAYOR