



**REVISED2**

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

**November 7, 2023**

**AGENDA**

**10:00 AM**

**CALL TO ORDER BY THE PRESIDENT**

**INVOCATION**

1. **REV. BARRON BANKS OF OLD TOWN PRESBYTERIAN CHURCH**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

**INTRODUCTIONS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

2. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
3. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES 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-21-1110 LOCATED AT 953 BAILEY AVE. PARCEL #93-40 – \$28,000.00 – WARD 3 (DOTSON, LUMUMBA)**
4. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING INC CO. 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-**

**115 LOCATED AT 2356 HICKORY DRIVE PARCEL #837-147 – \$6,443.00 – WARD 5 (DOTSON, LUMUMBA)**

5. **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-23-624 LOCATED AT 4313 OFFICER THOMAS CATCHINGS PARCEL #306-127 – 6,700.00 – WARD 3 (DOTSON, LUMUMBA)**
6. **APPROVAL OF THE OCTOBER 10, 2023 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
7. **APPROVAL OF THE OCTOBER 11, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, BANKS)**
8. **APPROVAL OF THE OCTOBER 16, 2023 REGULAR ZONING MEETING MINUTES. (S.JORDAN, BANKS)**

#### **INTRODUCTION OF ORDINANCES**

9. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING 723 ROSE STREET TO THE INTERSECTION OF ROSE STREET AND LYNCH STREET TO ALPHA DELTA ZETA CHAPTER, ZETA PHI BETA SORORITY, INC. STREET. (STOKES)**

#### **ADOPTION OF ORDINANCE**

10. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RESTRICTING THE USE OF TAKE HOME CITY VEHICLES EXCEPT THOSE DEEMED ESSENTIAL ACCORDING TO THIS ORDINANCE IN ADDITION, RESTRICTING THE USE OF TAKE HOME CITY VEHICLES OUTSIDE OF THE CITY LIMITS OF JACKSON WITH NO EXCEPTIONS AND THE TRANSFER OF ANY VEHICLE FROM ANY DEPARTMENT TO ANOTHER, WITHOUT CITY COUNCIL APPROVAL. (BANKS)**

#### **REGULAR AGENDA**

11. **CLAIMS (MALEMBEKA, LUMUMBA)**
12. **PAYROLL (MALEMBEKA, LUMUMBA)**
13. **ORDER DESIGNATING JPMORGAN CHASE BANK AS THE CITY OF JACKSON PUBLIC FUNDS DEPOSITORY FOR 2023-2024 AND 2024-2025 (MALEMBEKA, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO TERMINATE AN AMENDMENT TO THE SERVICE AGREEMENT WITH LOOMIS, FARGO & CO. (“LOOMIS”) AT WATER SEWER BUSINESS ADMINISTRATION. (MALEMBEKA, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO ENTER INTO THE PROFESSIONAL SERVICES MASTER AGREEMENT, END-USER LICENSE**



**AGREEMENT, AND TERMS OF SERVICE AGREEMENT WITH SQUARE 9 SOFTWARES, INC. TO SUPPORT THE DEPARTMENT OF THE MUNICIPAL CLERK. (A. HARRIS, LUMUMBA)**

16. **RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI TO ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY MILLION DOLLARS (\$40,000,000) TO RAISE MONEY FOR THE PURPOSE OF THE (A) REPAIR, MAINTENANCE AND/OR RECONSTRUCTION OF ROADS, STREETS AND BRIDGES; (B) STORM WATER AND DRAINAGE IMPROVEMENTS AS AUTHORIZED BY SECTIONS 27-67-31 THROUGH 27-67-35, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME; (C) AND OTHER AUTHORIZED PURPOSES UNDER THE ACT (DEFINED BELOW) INCLUDING FUNDING CAPITALIZED INTEREST, FUNDING A DEBT SERVICE RESERVE FUND, IF APPLICABLE, PAYING THE COSTS OF ISSUANCE FOR THE BONDS AND DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES. (SCOTT LUMUMBA)**
17. **ORDER RATIFYING PAST SERVICES PERFORMED AND PAYMENT TO PEOPLE'S PLACE ENTERPRISES LLC FOR THE REMOVAL AND HAULING AWAY OF FALLEN TREES, LIMBS, AND TREE DEBRIS FROM THIRTEEN (13) CITY OF JACKSON PARKS THAT OCCURRED AFTER SEVERE THUNDERSTORMS STRUCK THE CITY OF JACKSON IN JUNE 2023 WHICH NECESSITATED THE ISSUANCE OF A MAYORAL EMERGENCY PROCLAMATION WHICH OCCURRED ON JUNE 16TH, 2023 (HUTTON, LUMUMBA)**
18. **ORDER REQUESTING APPROVAL OF FUTURE SERVICES FROM AND PAYMENTS TO VENDORS WHO ARE ASSISTING WITH THE PICTURES WITH SOUL SANTA EVENT ON SATURDAY, DECEMBER 02, 2023, IN THE WESTBROOK HOUSE AT MYNELLE GARDENS. (HUTTON, LUMUMBA)**
19. **ORDER RATIFYING PAST SERVICES PERFORMED AND APPROVING PAYMENT TO DURHAM SCHOOL SERVICES LP IN THE AMOUNT OF THREE THOUSAND FORTY DOLLARS (\$3,040.00) FOR TRANSPORTATION SERVICES FOR VARIOUS FIELD TRIPS FOR TWENTY-FIVE (25) YOUTH PARTICIPANTS AND EIGHT (8) STAFF MEMBERS OF THE GROVE PARK COMMUNITY CENTER'S SUMMER ENRICHMENT PROGRAM THAT OCCURRED ON JUNE 16TH, 23RD, AND 30TH, 2023, AND JULY 7TH, 14TH, AND 21ST, 2023 (HUTTON, LUMUMBA)**
20. **ORDER RATIFYING PAST SERVICING AND REPAIR WORK PERFORMED BY, AND APPROVING PAYMENT TO, DEVINEY EQUIPMENT FOR SERVICING AND EXTENSIVE REPAIRS PERFORMED ON A KUBOTA L39 TRACTOR OWNED BY THE JACKSON ZOO IN THE AMOUNT OF FIVE THOUSAND SIX HUNDRED SEVEN DOLLARS AND FIFTY-EIGHT CENTS (\$5,607.58) (HUTTON, LUMUMBA)**
21. **ORDER REQUESTING AUTHORIZATION TO RENEW A ONE (1) YEAR COMMERCIAL PEST CONTROL SERVICES AGREEMENT BETWEEN**

**INTEGRATED PEST CONTROL MAINTENANCE LLC AND THE CITY OF JACKSON PARKS AND RECREATION DEPARTMENT FOR SEVENTEEN (17) PARKS AND RECREATION FACILITIES (WARDS 1-7) (HUTTON, LUMUMBA)**

22. **ORDER AMENDING PREVIOUS ORDER THAT WAS APPROVED BY THE CITY COUNCIL ON DECEMBER 6, 2022, THAT ACCEPTED THE BID OF YAMAHA GOLF-CAR COMPANY TO LEASE SEVERAL GOLF CARTS, INCLUDING GPS UNITS, TO THE PARKS AND RECREATION DEPARTMENT TO CLARIFY THAT THE GPS UNITS ARE BEING PROVIDED BY VANTAGE TAG SYSTEMS AND NOT YAMAHA GOLF-CAR COMPANY AND THAT SEPARATE MONTHLY PAYMENTS WILL BE MADE TO VANTAGE TAG SYSTEMS, HOWEVER, THE TOTAL AMOUNT OF MONTHLY PAYMENTS REMAINS UNCHANGED. (HUTTON, LUMUMBA)**
23. **ORDER REQUESTING APPROVAL TO PURCHASE A SMITHCO 7580 ULTRA GREENS ROLLER THAT WAS LEASED FROM LADD'S GOLF & TURF LLC FOR FORTY-EIGHT (48) MONTHS THROUGH PNC EQUIPMENT FINANCE LLC FOR MAINTENANCE OF GOLF GREENS AT THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF SEVEN THOUSAND DOLLARS (\$7,000.00). (HUTTON, LUMUMBA)**
24. **ORDER TO APPROVE FUTURE SERVICES FROM AND PAYMENTS TO SECURITY & INTEGRATED SYSTEMS SUPPORT INC FOR THE PROVISION OF SECURITY MONITORING SERVICES FOR THREE (3) PARKS AND RECREATION FACILITIES (HUTTON, LUMUMBA)**
25. **ORDER TO APPROVE FUTURE SERVICES FROM AND PAYMENTS TO PENNINGTON & TRIM ALARM SERVICES INC FOR THE PROVISION OF SECURITY MONITORING SERVICES FOR THE JACKSON ZOO GIFT SHOP (HUTTON, LUMUMBA)**
26. **ORDER RATIFYING ROOF REPLACEMENT PERFORMED AT THE PETE BROWN GOLF FACILITY CLUBHOUSE AND APPROVING PAYMENT FOR SAID ROOF REPLACEMENT TO FOUR SEASONS ENTERPRISE LLC IN THE AMOUNT OF TWENTY-ONE THOUSAND NINE HUNDRED EIGHT DOLLARS (\$21,908.00) (HUTTON, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR PRO HOUSING PATHWAYS TO REMOVE OBSTACLES GRANT THAT WILL PROVIDE FUNDING FOR COMMUNITIES TO IDENTIFY AND REMOVE BARRIERS TO AFFORDABLE HOUSING AND HOUSING PRODUCTION AND PRESERVATION. (DOTSON, LUMUMBA)**
28. **ORDER DENYING THE APPLICATION OF THE GREATER EASTOVER NEIGHBORHOOD FOUNDATION, INC. FOR THE INSTALLATION OF A PUBLIC ACCESS GATES ON MEADOWBROOK ROAD, JUST EAST OF THE EAST RIDGE DRIVE INTERSECTION AT 2206 MEADOWBROOK ROAD. (WARD1) (DOTSON, LUMUMBA)**
29. **ORDER ACCEPTING THE QUOTE OF VEHICLE TECHNICAL CONSULTANTS INC AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER AND RELATED DOCUMENTS WITH VEHICLE TECHNICAL CONSULTANTS INC TO PROVIDE TRANSIT FLEET**

30. **TURNOVER INSPECTION. (DOTSON, LUMUMBA)  
ORDER ACCEPTING THE PROPOSAL OF SP PLUS CORPORATION TO PROVIDE METERED PARKING SYSTEM OPERATION, MANAGEMENT, AND ENFORCEMENT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT. (DOTSON, LUMUMBA)**
31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE CAPITAL CITY CONVENTION CENTER COMMISSION TO HOST THE CITY OF JACKSON'S DOING BUSINESS WITH THE CITY INFORMATION AND NETWORKING RECEPTION ON DECEMBER 7, 2023, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SIX THOUSAND TWO HUNDRED AND TWENTY-SIX DOLLARS AND EIGHTY CENTS. (DOTSON, LUMUMBA)**
32. **ORDER RATIFYING THE ACCEPTANCE OF SERVICES PROVIDED FOR THE CITY OF JACKSON'S NLC SCEI COMMUNITY ENGAGEMENT HELD ON JULY 12-13, 2023 AND AUTHORIZING EXPENDITURES RELATED HERETO. (DOTSON, LUMUMBA)**
33. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 4 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO COMPLETE AND IMPLEMENT THE BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN) (DOTSON, LUMUMBA)**
34. **ORDER AUTHORIZING FINAL PAYMENT AND PUBLICATION OF NOTICE OF COMPLETION TO THE CONTRACT OF GCW PAVEMENT SERVICES FOR THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN). (DOTSON, LUMUMBA)**
35. **ORDINANCE CREATING SECTION 118-383 OF THE CITY OF JACKSON CODE OF ORDINANCES AUTHORIZING THE DELEGATION OF PARKING REGULATION TO A PRIVATE ENTERPRISE. (R.LEE, LUMUMBA)**
36. **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #3/FINAL TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCING ONE-YEAR WARRANTY FOR THE WEST CAPITOL STREET PROJECT (BOLING STREET TO PRENTISS STREET) (R.LEE, LUMUMBA)**
37. **ORDER ACCEPTING THE QUOTES OF CERTAIN VENDORS FOR TREE CUTTING SERVICES FOR THE REMOVAL OF THREE TREES AND AUTHORIZING PAYMENT COMPLETION OF THE WORK. (R.LEE, LUMUMBA)**
38. **ORDER RATIFYING PROCUREMENT OF REPAIR SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS. (R.LEE, LUMUMBA)**
39. **ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF JACKSON POLICE OFFICER ALBERT TAYLOR, IN THE MATTER OF THE ESTATE OF CRYSTALLINE BARNES, DECEASED VS. THE CITY OF JACKSON, ALBERT TAYLOR, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, RAKASHA ADAMS, IN HER INDIVIDUAL**

**CAPACITY; IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:18-cv-644-CWR-LGI. (C.MARTIN, LUMUMBA)**

40. **ORDER AUTHORIZING THE MAYOR ENTER INTO AN AGREEMENT WITH MV TRANSPORTATION. INC FOR THE PROVISION OF OPERATIONS AND MAINTENANCE OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) COMMENCING JANUARY 1, 2024. (DOTSON, LUMUMBA)**
41. **ORDER APPROVING THE APPLICATION OF THE GREATER EASTOVER NEIGHBORHOOD FOUNDATION, INC. FOR THE INSTALLATION OF A PUBLIC ACCESS GATES ON MEADOWBROOK ROAD, JUST EAST OF THE EAST RIDGE DRIVE INTERSECTION AT 2206 MEADOWVROOK ROAD. (WARD1) (DOTSON, LUMUMBA)**
42. **ORDER AUTHORIZING PAYMENT OF \$36,950.33 TO GRANICUS FOR GRANICUS, INC. FOR ANNUAL MAINTENANCE FOR THE AGENDA MANAGEMENT AND VIDEO SYSTEM. (JACKSON CITY COUNCIL)**

**DISCUSSION**

43. **DISCUSSION: JACKSON PUBLIC SCHOOLS (STOKES)**
44. **DISCUSSION: 1910 GORDON STREET (STOKES)**
45. **DISCUSSION: HOMELESS, DISPLACED AND UNHOUSED POPULATION IN JACKSON (HARTLEY)**
46. **DISCUSSION: OFFICE SPACE (BANKS)**
47. **DISCUSSION:PERSONNEL MATTERS (BANKS)**

**PRESENTATION**

**PROCLAMATION**

**RESOLUTIONS**

**REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS**

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

**ANNOUNCEMENTS**

**ADJOURNMENT**

**AGENDA ITEMS IN COMMITTEE**

Consent

Agenda



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OFFICE OF THE CLERK OF THE CITY OF JACKSON  
File 11/16/23

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES 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-21-1110 LOCATED AT 953 BAILEY AVE. PARCEL #93-40 – \$28,000.00 – WARD 3**

**WHEREAS**, on August 15, 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 May 16, 2023, for case #CE-21-1110 located at 953 Bailey Ave. parcel #93-40 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 953 Bailey Ave.; and

**WHEREAS**, Four Seasons Enterprises, LLC, submitted the lowest bid of \$28,000.00; and

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

**WHEREAS**, upon receipt of a written Notice to Proceed, Four Seasons Enterprises, LLC, through its representative, Robert Love has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 953 Bailey Ave. in an amount not to exceed \$28,000.00; and

**WHEREAS**, Four Seasons Enterprises, LLC, has a principal office located at 4612 Medgar Evers Blvd Jackson, MS 39213, according to the information appearing on the Mississippi Secretary of State's website.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with Four Seasons Enterprises, LLC, to demolish the structure and remedy conditions on the property located at 953 Bailey Ave. deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$28,000.00 shall be paid to Four Seasons Enterprises, LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

09/08/2023  
DATE

POINTS		COMMENTS					
1.	<b>Brief Description/Purpose</b>	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.					
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life					
3.	<b>Who will be affected</b>	All City of Jackson residents.					
4.	<b>Benefits</b>	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.					
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contract.					
6.	<b>Location:</b> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 3					
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION					
8.	<b>COST</b>	\$28,000.00					
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Funding (001-444-70-6446)					
10.	<b>EBO participation</b>	ABE _____%	WAIVER	yes _____	no _____	N/A _____	
		AABE _____%	WAIVER	yes _____	no _____	N/A _____	
		WBE _____%	WAIVER	yes _____	no _____	N/A _____	
		HBE _____%	WAIVER	yes _____	no _____	N/A _____	
		NABE _____%	WAIVER	yes _____	no _____	N/A _____	



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director  
Department of Planning and Development

Date: 9/11/2023

Re: Agenda Item

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

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-21-1110.

Thank you for your prompt consideration in this matter.


Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
10/18/23

## OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES 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 MEANCE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1110 LOCATED AT 953 BAILEY AVE. PARCEL #93-40 - \$28,000.00 – WARD 3** is legally sufficient for placement in NOVUS Agenda.

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

10/31/23  
\_\_\_\_\_  
**Date**





**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-116 LOCATED AT 2343 HICKORY DRIVE PARCEL #837-166-2 – \$6,438.00 – WARD 5**

*RA 10/19/23*

**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-22-116 located at 2343 Hickory Dr. parcel #837-166-2 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 2343 Hickory Dr. and

**WHEREAS**, Love Trucking Co. Inc., submitted the lowest bid of \$6,438.00; 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 2343 Hickory Dr. in an amount not to exceed \$6,438.00; 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 2343 Hickory Dr. deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$6,438.00 shall be paid to Love Trucking Co. Inc., upon the completion of the services provided from funds budgeted for the Division.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**DATE: 8/16/2023**

POINTS		COMMENTS								
1.	<b>Brief Description/Purpose</b>	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life								
3.	<b>Who will be affected</b>	All City of Jackson residents.								
4.	<b>Benefits</b>	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.								
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contract.								
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Ward 5								
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION								
8.	<b>COST</b>	\$6,438.00								
9.	<b>Source of Funding</b> ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	General Funding (001-444-70-6446)								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___



Memo

To: Chokwe Lumumba, Mayor

From: Chloe Dotson, Director  
Department of Planning and Development

Date: 8/16/2023

Re: Agenda Item

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

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case # CE-22-116

Thank you for your prompt consideration in this matter.



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
10/31/23

## OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-116 LOCATED AT 2343 HICKORY DRIVE PARCEL #837-166-2 - \$6,438.00 - WARD 5 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



10/31/23  
Date



**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-23-624 LOCATED AT 4313 OFFICER THOMAS CATCHINGS PARCEL #306-127 – \$6,700.00 – WARD 3**

*Handwritten signature and date: 11/10/23*

**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-23-624 located at 4313 Officer Thomas Catchings parcel #306-127 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 4313 Officer Thomas Catchings; and

**WHEREAS**, TriArc Management Services LLC submitted the lowest bid of \$6,700.00; 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 4313 Officer Thomas Catchings in an amount not to exceed \$6,700.00; 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 4313 Officer Thomas Catchings deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to exceed \$6,700.00 shall be paid to TriArc Management Services LLC upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/15/2023  
DATE

POINTS		COMMENTS						
1.	<b>Brief Description/Purpose</b>	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.						
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life						
3.	<b>Who will be affected</b>	All City of Jackson residents.						
4.	<b>Benefits</b>	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.						
5.	<b>Schedule (beginning date)</b>	To be determined pending execution of contract.						
6.	<b>Location:</b> ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Ward 4						
7.	<b>Action implemented by:</b> ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION						
8.	<b>COST</b>	\$ 6,700.00						
9.	<b>Source of Funding</b> ■ General Fund ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	General Funding (001-444-70-6446)						
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____	
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____	
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____	
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____	
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____	



**Memo**

**To:** Chokwe Lumumba, Mayor

**From:** Chloe Dotson, Director  
Department of Planning and Development

**Date:** 10/18/2023

**Re:** Agenda Item

---

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

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-23-624.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
10/31/23

## OFFICE OF THE CITY ATTORNEY

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This **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 21-19-11 FOR CASE #CE-23-624 LOCATED AT 4313 OFFICER THOMAS CATCHINGS PARCEL #306-127 - \$6,700.00 – WARD 3** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



10/31/23  
Date





6

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

---

**BE IT REMEMBERED** that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on 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.

\*\*\*\*\*

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

\*\*\*\*\*

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

\*\*\*\*\*

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

\*\*\*\*\*

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

\*\*\*\*\*

**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.

\*\*\*\*\*

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.

\*\*\*\*\*

**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.

\*\*\*\*\*

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.

\*\*\*\*\*

**Note: President Banks** returned to the meeting.

\*\*\*\*\*

**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.

\*\*\*\*\*

**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.

\* \* \* \* \*

**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**, upon receipt of a written Notice to Proceed, Quality Landscape and Lawn Maintenance, Inc. through its representative, Eric Kelly, has agreed to demolish the structure, foundation, steps, driveway and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health, safety, and welfare for the parcel located at 2280 Decatur St. in an amount not to exceed \$5,825.00; and

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

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract with Quality Landscape and Lawn Maintenance Inc. to demolish the structure and remedy conditions on the property located at 2280 Decatur St. deemed to be a menace to public health, safety, and welfare.

**IT IS FURTHER HEREBY ORDERED** that a sum not to \$5,825.00 shall be paid to Quality Landscape and Lawn Maintenance Inc. upon the completion of the services provided from funds budgeted for the Division.

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

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

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A 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.

Nays – None.

Absent – None.

\* \* \* \* \*

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND LOVE TRUCKING CO., INC. TO DEMOLISH THE STRUCTURE, FOUNDATION, STEPS, AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22- 410 LOCATED AT 3043 LAKEWOOD DR. PARCEL #628-376 – \$6,341.00.**

**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.

\* \* \* \* \*

**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.

\* \* \* \* \*

**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.

\*\*\*\*\*

**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.

\*\*\*\*\*

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

\*\*\*\*\*

**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:

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
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



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

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
DFA – SB2971 – PETE BROWN GOLF	4,900.00
<b>TOTAL</b>	<b><u>\$7,245,989.25</u></b>

**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.

\* \* \* \* \*

**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:

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>	<b>TO PAYROLL FUND</b>
GENERAL FUND		2,311,732.56
PARKS & RECR FUND		104,871.64
LANDFILL FUND		24,494.96
SENIOR AIDES		3,440.23

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

WATER/SEWER 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
<b>TOTAL</b>		<b>\$2,615,022.07</b>

**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.

**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.

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

\* \* \* \* \*

**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.

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

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**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.

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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

  
Sharon Thames, Deputy Director of Administration

  
Toya Martin, Human Resource Director

  
Robert Lee, Interim Public Works Director

  
MacDarrell Poullard, Risk Manager

  
Angela Harris, Municipal Clerk

**Municipal Compliance Questionnaire**

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

**Information**

*Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.*

1. Name and address of municipality:

City of Jackson, MS P.O. Box 17, Jackson, MS 39205

2. List the date and population of the latest official U.S. Census or most recent official census:

Based on 2020 Census, Population 153,701

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

SEE ATTACHED

4. Period of time covered by this questionnaire:

From: 10-1-2022

To: 9-30-2023

5. Expiration date of current elected officials' term: JUNE 30, 2025

**MUNICIPAL COMPLIANCE QUESTIONNAIRE**

*Year Ended September 30, 2023*

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

**Part I - General**

- |   |  |   |
|---|--|---|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)   |  | 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?  |  | Y |
| 4. Are meetings of the board open to the public? (Section 25-41-5)  |  | Y |
| 5. Are notices of special or recess meetings posted? (Section 25-41-13)   |  | Y |
| 6. Are all required personnel covered by appropriate surety bonds?  |  |   |
| * Board or council members (Section 21-17-5)  |  | Y |
| * Appointed officers and those handling money, see statues governing the form of government (i.e., Section 21-3-5 for Code Charter)   |  |   |
| *Municipal clerk (Section 21-15-38)   |  | Y |
| *Deputy Clerk (Section 21-15-23)  |  | Y |
| *Chief of police (Section 21-21-1)  |  | Y |
| *Deputy police (Section 45-5-9) (if hired under this law)   |  | Y |
| 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)   |  | Y |
| 9. Has the municipality complied with the nepotism law in it employment practices? (Section 25-1-53)  |  | Y |
| 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) |  | Y |
|   |  |   |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31)                                |  | Y |
| 12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Sections 21-35-31 or 21-17-19)   |  | Y |
| <b>PART II - Cash and Related Records</b>   |  |   |
| 1. Where required, is a claims docket maintained? (Section 21-39-7)   |  | Y |
| 2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)  |  | Y |
| 3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7)  |  | Y |
| 4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)   |  | Y |
| 5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13)  |  | Y |
| 6. Has the municipality adopted and entered on it minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-15, 21-35-7, and 21-35-9)   |  | Y |
| 7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)   |  | Y |
| 8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, 27-39-205)  |  | Y |
| 9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)  |  | Y |
| 10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)   |  | Y |
| 11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)   |  | Y |



- 12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) \_\_\_Y\_\_\_
- 13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) \_\_\_Y\_\_\_
- 14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) \_\_\_Y\_\_\_
- 15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) \_\_\_Y\_\_\_
- 16. Are donations restricted to those specifically authorized by law? (Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.) \_\_\_Y\_\_\_
- 17. Are fixed assets properly tagged and accounted for? Section II - Municipal Audit and Accounting Guide) \_\_\_Y\_\_\_
- 18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? \_\_\_Y\_\_\_
- 19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) \_\_\_Y\_\_\_

PART III - Purchasing and Receiving

- 1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] \_\_\_Y\_\_\_
- 2. Are all lowest and best bids decisions properly documented? [Section 31-7-13(d)] \_\_\_Y\_\_\_
- 3. Are all one-source item and emergency purchases documents on the board's minutes? [Section 31-7-13(m) and (k)] \_\_\_Y\_\_\_
- 4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) \_\_\_Y\_\_\_

PART IV - Bonds and Other Debt

- 1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) \_\_\_Y\_\_\_
- 2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) \_\_\_Y\_\_\_
- 3. Have the required trust funds been established for utility revenue bonds? (Sections 21-27-65) \_\_\_Y\_\_\_
- 4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) \_\_\_Y\_\_\_
- 5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) \_\_\_Y\_\_\_

PART V - Taxes and Other receipts

- 1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) \_\_\_Y\_\_\_
- 2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) \_\_\_Y\_\_\_
- 3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) \_\_\_Y\_\_\_
- 4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) \_\_\_Y\_\_\_
- 5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) \_\_\_Y\_\_\_
- 6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) \_\_\_Y\_\_\_
- 7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) \_\_\_Y\_\_\_
- 8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) \_\_\_Y\_\_\_
- 9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Section 83-1-37 and 83-1-39) \_\_\_Y\_\_\_

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) \_Y\_
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) \_Y\_
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) \_Y\_
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) \_Y\_
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) \_Y\_
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) \_Y\_

**Certification to Municipal Compliance**  
**Questionnaire Year Ended September 30, 2023**

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Jackson, and, to the best of our knowledge and belief, all responses are accurate.

\_\_\_\_\_  
Angela Harris, Municipal Clerk

\_\_\_\_\_  
Chokwe A. Lumumba, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Minute Book References:

Book Number \_\_\_\_\_

Page \_\_\_\_\_

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

CITY OF JACKSON  
MML MEMBERSHIP INFORMATION

MAYOR	CHOKWE A. LUMUMBA	601-960-1084	<a href="mailto:calumba@city.jackson.ms.us">calumba@city.jackson.ms.us</a>
CITY COUNCIL, WARD 1	ASHBY FOOTE	601-960-2051	<a href="mailto:afoote@city.jackson.ms.us">afoote@city.jackson.ms.us</a>
CITY COUNCIL, WARD 2	ANGELIQUE LEE	601-960-1091	<a href="mailto:angeliquelee@jacksonms.gov">angeliquelee@jacksonms.gov</a>
CITY COUNCIL, WARD 3	KENNETH STOKES	601-960-1090	<a href="mailto:kstokes@city.jackson.ms.us">kstokes@city.jackson.ms.us</a>
CITY COUNCIL, WARD 4	BRIAN GRIZZELL	601-960-2052	<a href="mailto:brizzell@jacksonms.gov">brizzell@jacksonms.gov</a>
CITY COUNCIL, WARD 5	VERNON HARTLEY	601-960-1092	<a href="mailto:vhartley@city.jackson.ms.us">vhartley@city.jackson.ms.us</a>
CITY COUNCIL, WARD 6,	AARON BANKS	601-960-1089	<a href="mailto:abanks@city.jackson.ms.us">abanks@city.jackson.ms.us</a>
CITY COUNCIL, WARD 7, PRESIDENT	VIRGI LINDSAY	601-960-1063	<a href="mailto:vlindsay@city.jackson.ms.us">vlindsay@city.jackson.ms.us</a>
CHIEF OF STAFF	SAFIYA OMARI	601-960-1084	<a href="mailto:somari@city.jackson.ms.us">somari@city.jackson.ms.us</a>
CHIEF ADMINISTRATIVE OFFICER	LOUIS WRIGHT	601-960-2312	<a href="mailto:louisw@city.jackson.ms.us">louisw@city.jackson.ms.us</a>
CHIEF, JACKSON POLICE DEPARTMENT	JOSEPH WADE	601-960-1217	<a href="mailto:jwade@city.jackson.ms.us">jwade@city.jackson.ms.us</a>
CHIEF, JACKSON FIRE DEPARTMENT	WILLIE OWENS	601-960-1392	<a href="mailto:wowens@city.jackson.ms.us">wowens@city.jackson.ms.us</a>
CITY ATTORNEY	CATORIA MARTIN	601-960-1799	<a href="mailto:cmartin@city.jackson.ms.us">cmartin@city.jackson.ms.us</a>
CITY PROSECUTOR	CHANDRA GAYTEN	601-960-1197	<a href="mailto:cgayten@city.jackson.ms.us">cgayten@city.jackson.ms.us</a>
MUNICIPAL CLERK	ANGEL HARRIS	601-960-1137	<a href="mailto:aharris@city.jackson.ms.us">aharris@city.jackson.ms.us</a>
CLERK OF THE COUNCIL	SHANEDIA MOSLEY	601-960-2322	<a href="mailto:shanekiam@city.jackson.ms.us">shanekiam@city.jackson.ms.us</a>
COURT ADMINISTRATOR	CHIQUITA JIMERSON	601-960-2062	<a href="mailto:cjimerson@city.jackson.ms.us">cjimerson@city.jackson.ms.us</a>
DEPUTY DIRECTOR, ADMINISTRATION	SHARON THAMES	601-960-2312	<a href="mailto:sthames@city.jackson.ms.us">sthames@city.jackson.ms.us</a>
DIRECTOR, COMMUNICATIONS	MELISSA F PAYNE	601-960-2378	<a href="mailto:mpayne@city.jackson.ms.us">mpayne@city.jackson.ms.us</a>
DIRECTOR, HUMAN & CULTURAL SERVICES	PAMELA SCOTT	601-960-0764	<a href="mailto:psscott@city.jackson.ms.us">psscott@city.jackson.ms.us</a>
DEPUTY DIRECTOR, HUMAN & CULTURAL SVC	MICHAEL WILLIAMS	601-960-1537	<a href="mailto:mwilliams@city.jackson.ms.us">mwilliams@city.jackson.ms.us</a>
DIRECTOR, HUMAN RESOURCES	TOYA MARTIN	601-960-1327	<a href="mailto:wiscott@city.jackson.ms.us">wiscott@city.jackson.ms.us</a>
INTERIM DIRECTOR, PARKS & RECREATION	STEVE HUTTON	601-960-0716	<a href="mailto:shutton@city.jackson.ms.us">shutton@city.jackson.ms.us</a>
DIRECTOR, PLANNING AND DEVELOPMENT	CHLOE DOTSON	601-960-1993	<a href="mailto:cdotson@city.jackson.ms.us">cdotson@city.jackson.ms.us</a>
INTERIM DIRECTOR, PUBLIC WORKS	ROBERT LEE	601-960-2352	<a href="mailto:rlee@city.jackson.ms.us">rlee@city.jackson.ms.us</a>
DIRECTOR, INFORMATION TECHNOLOGY	MURIEL REID	601-960-1395	<a href="mailto:mreid@jackson.ms.us">mreid@jackson.ms.us</a>
EXECUTIVE ASSISTANT TO THE MAYOR	TIFFANY MURRAY	601-960-6433	<a href="mailto:tmurray@jacksonms.gov">tmurray@jacksonms.gov</a>
JUDGE, MUNICIPAL COURT	KEVIN BASS	601-960-0947	<a href="mailto:bassk@city.jackson.ms.us">bassk@city.jackson.ms.us</a>
JUDGE, MUNICIPAL COURT	HENRY C. CLAY, III	601-960-0947	<a href="mailto:hclay@city.jackson.ms.us">hclay@city.jackson.ms.us</a>
JUDGE, MUNICIPAL COURT	JEFFERY REYNOLDS	601-960-0947	<a href="mailto:jreynolds@city.jackson.ms.us">jreynolds@city.jackson.ms.us</a>
JUDGE, MUNICIPAL COURT	TAUREAN BUCHANAN	601-960-0947	<a href="mailto:tbuchanan@city.jackson.ms.us">tbuchanan@city.jackson.ms.us</a>
JUDGE, MUNICIPAL COURT	JUNE HARDWICK	601-960-0947	<a href="mailto:jhardwick@city.jackson.ms.us">jhardwick@city.jackson.ms.us</a>
JUDGE, MUNICIPAL COURT	LILLI EVANS BASS	601-960-0947	<a href="mailto:lbass@city.jackson.ms.us">lbass@city.jackson.ms.us</a>

CITY OF JACKSON  
MML MEMBERSHIP INFORMATION

JUDGE, MUNICIPAL COURT	VIRGINIA L WATKINS	601-960-0947	<a href="mailto:vwatkins@city.jackson.ms.us">vwatkins@city.jackson.ms.us</a>
MANAGER, ACTION LINE / 311	ANDY BOONE	601-960-1111	<a href="mailto:aboone@city.jackson.ms.us">aboone@city.jackson.ms.us</a>
MANAGER, CONSTITUENT SERVICES	CHRIS GRAY	601-960-2324	<a href="mailto:cgray@city.jackson.ms.us">cgray@city.jackson.ms.us</a>
MANAGER, FINANCE	JILLIAN CALDWELL	601-960-2422	<a href="mailto:jcaldwell@city.jackson.ms.us">jcaldwell@city.jackson.ms.us</a>
CITY ENGINEER	ROBERT LEE	601-960-1651	<a href="mailto:rwilliams@city.jackson.ms.us">rwilliams@city.jackson.ms.us</a>
RISK MANAGEMENT	MACDARRELL POUILLARD	601-960-1048	<a href="mailto:macpouillard@city.jackson.ms.us">macpouillard@city.jackson.ms.us</a>
ZONING ADMINISTRATOR	ESTER AINSWORTH	601-960-2365	<a href="mailto:eainsworth@city.jackson.ms.us">eainsworth@city.jackson.ms.us</a>

**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 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
- (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.

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

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**President Banks** recognized **Catoria Martin, City Attorney**, who recommended an amendment to said order in the 4<sup>th</sup> 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.

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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.

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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
- (d) Identification Technician was within the range of \$36,542.65-45,214.45; and
- (e) Personnel Representative was within the range of \$46,741.87-\$58,451.85; and
- (f) Police Records Manager was within the range of \$53,421.69-65,236.88; and
- (g) Police Records Technician was within the range of \$35,002.41-38,589.74; and
- (h) Animal Control Officer was within the range of \$30,125.52- \$35, 069.01; and
- (i) Criminalist I was within the range of \$48,782.84-\$56,782.25; and
- (j) Social Worker was within the range of \$45,472.22-\$53,854.47; and
- (k) Inventory Controller was within the range of \$32,410.29-\$41,526.65;
- (l) 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

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**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

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**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

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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-



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1 (7)(b)(ii) of the MS NMTC Act (the “Public Benefit Corporation” or specifically the “JRA Public Benefit Corporation”), and (c) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, the JRA Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; and

**WHEREAS**, in connection with the approval of the 2023 Urban Renewal Plan and the authority provided to the City pursuant to the Series 2023 City Bond Resolution approved on September 26, 2023, the Governing Body hereby approves and acknowledges the form of the Operating Lease Agreement (the "Operating Lease Agreement") by and between the JRA Public Benefit Corporation and the City; and

**WHEREAS**, in connection with the approval of the 2023 Urban Renewal Plan and the authority provided to the City pursuant to the Series 2023 City Bond Resolution approved on September 26, 2023, the Governing Body hereby approves and acknowledges the form of the Development Services Agreement (the "Development Services Agreement") by and between the City, as Developer (as defined in the Development Services Agreement), JRA and the JRA Public Benefit Corporation; and

**WHEREAS**, in connection with the approval of the 2023 Urban Renewal Plan and the authority provided to the City pursuant to the Series 2023 City Bond Resolution approved on September 26, 2023, the Governing Body hereby approves and acknowledges the form of the JRA Ground Lease Agreement (the "JRA Ground Lease Agreement") by and between JRA and the JRA Public Benefit Corporation; and

**WHEREAS**, in connection with the approval of the 2023 Urban Renewal Plan and the authority provided to the City pursuant to the Series 2023 City Bond Resolution approved on September 26, 2023, the Governing Body hereby approves and acknowledges the form of the City Ground Lease Agreement (the "City Ground Lease Agreement") by and between the City and the JRA.

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

**SECTION 1.** That all the findings and facts made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct. Capitalized terms not defined herein shall have the same meaning as set forth in the Public Hearing Resolution.

**SECTION 2.** Pursuant to the certified copy of the resolution of the City's Planning Board, a copy of which is attached hereto as EXHIBIT D, the Planning Board reviewed the 2023 Urban Renewal Plan on September 27, 2023 and has found that the 2023 Urban Renewal Plan is necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives and is consistent with the Comprehensive Plan.

**SECTION 3.** The Governing Body hereby approves the Operating Lease Agreement by and between the JRA Public Benefit Corporation and the City in the form attached as EXHIBIT E.

**SECTION 4.** The Governing Body hereby approves the Development Services Agreement by and between the City, as Developer (as defined in the Development Services Agreement), JRA and the JRA Public Benefit Corporation in the form attached as EXHIBIT F; and

**SECTION 5.** The Governing Body hereby approves the JRA Ground Lease Agreement by and between JRA and the JRA Public Benefit Corporation in the form attached as EXHIBIT G; and

**SECTION 6.** The Governing Body hereby approves the City Ground Lease Agreement by and between the City and the JRA in the form attached as EXHIBIT H; and

**SECTION 7.** That the 2023 Urban Renewal Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the 2023 Urban Renewal Area.

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**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

- A. Pursuant to Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the “City Bond Act”) and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the “Bank Act”), the City may issue either (a) general obligation bonds of the City, in one or more taxable or tax-exempt series in a total aggregate principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the “Series 2023 Bonds”), (b) a general obligation bond of the City to be sold to the Mississippi Development Bank (the “Bank”), in one or more taxable or tax-exempt series, in a total aggregate principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the “Series 2023 City Bond”), and/or (c) by entering into a taxable or tax-exempt loan(s) with the Bank to borrow money from the Bank in a total principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the “Series 2023 Loan”). Such Series 2023 Bonds shall be issued in the form of one or more instruments. The proceeds from sale of the Series 2023 Bonds may be used to provide the necessary funds for the Construction Project and/or Urban Renewal Project and may be contributed to the JRA to use all or a portion of such Series 2023 Bond proceeds as a leverage loan in accordance with the financing and as authorized pursuant to the Series 2023 City Bond Resolution dated September 26, 2023 and the Series 2023 Indenture, dated the date of delivery thereof.

VII. Ad Valorem Taxes

The Urban Renewal Project shall be fully subject to ad valorem taxation, unless exempted by further action of the City Council of the City of Jackson, Mississippi, or unless otherwise exempt under Mississippi law.

**EXHIBIT "A"**

**PROJECT SITE DESCRIPTION**

That certain tract of land situated in the City of Jackson, Mississippi, Hinds County, Mississippi, more particularly described as follows:

Located at 201 East Pascagoula Street in downtown Jackson, the planetarium is situated in one of Jackson's most vibrant cultural districts. Lamar Street runs underneath the planetarium.



EXHIBIT C

COPY OF PROOF OF PUBLICATION



PO Box 632030 Cincinnati, OH 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

  
\_\_\_\_\_

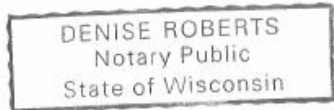
Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$72.22	
Order No:	9276871	# of Copies:
Customer No:	1011549	-1
PO #:	LMSS0021513	

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*



Public Hearing Notice- City  
of Jackson, MS

LEGAL NOTICE OF PUBLIC  
HEARING ON PROPOSED  
CITY OF JACKSON,  
MISSISSIPPI  
URBAN RENEWAL PLAN  
(CITY OF JACKSON,  
MISSISSIPPI PLANETARI-  
UM PROJECT 2023)

NOTICE IS HEREBY GIVEN  
that a public hearing, pursu-  
ant to Section 43-35-13 of the  
Mississippi Code of 1972, as  
amended and supplemented  
from time to time, will be  
held by the Board of Mayor  
and City Council of the City  
of Jackson, Mississippi (the  
"Governing Body"), acting  
for and on behalf of the City  
of Jackson, Mississippi (the  
"City"), on the 10th day  
of October, 2023, at 10:00  
o'clock a.m., Mississippi  
time, at the usual meeting  
place of the Governing Body  
located at the Jackson City  
Hall at 219 S. President  
Street, Jackson, Missis-  
sippi 39201, for the purpose  
of providing a reasonable  
opportunity for interested  
individuals to express their  
views, either orally or in  
writing, on the approval by  
the Governing Body, acting  
for and on behalf of the City,  
of an Urban Renewal Plan  
(City of Jackson, Mississippi  
Planetarium Project 2023)  
(the "2023 Urban Renewal  
Plan") of the City in connec-  
tion with repairing, improv-  
ing, adorning and equiping  
the Arts Center of Missis-  
sippi and the Russell C.  
Davis Planetarium and for  
other authorized purposes in  
connection with some includ-  
ing constructing, improving  
and paving streets, side-  
walks, driveways, park-  
ways, walkways and public  
parking facilities located at  
201 E. Pascagoula Street,  
Jackson, MS 39201 (the "2023  
Urban Renewal Project").

Upon approval of the 2023  
Urban Renewal Plan, the  
Governing Body intends to  
ground lease the Project  
Site (as defined in the 2023  
Urban Renewal Plan) to  
the Jackson Redevelopment  
Authority ("JRA"). JRA,  
acting pursuant to Sections  
57-105-1 of the Mississippi  
Code of 1972, as amended  
(the "MS NMTC Act"),  
intends to establish a "Public  
Benefit Corporation" (as  
defined therein) (the "PBC")  
in order to facilitate the  
financing for the Construc-  
tion Project and/or Urban  
Renewal Project utilizing  
federal New Markets Tax  
Credits Pursuant to Section  
45D of the Internal Revenue  
Code of 1986, as amended (the  
"Code") and, if available,  
Mississippi Equity Invest-  
ment Tax Credits of the MS  
NMTC Act. JRA will ground  
lease the Project Site to PBC  
for purposes of financing the  
Construction Project and/  
or Urban Renewal Project  
pursuant to the MS NMTC  
Act. JRA, the City and the  
newly formed public benefit  
corporation will enter into  
a joint development agree-  
ment, wherein the PBC will  
pay turnkey development  
payments to the City to facil-  
itate the cost of construction  
of the Project. Upon comple-  
tion of the renovations, PBC  
will lease back the Urban  
Renewal Project to the City  
for operations.

The Governing Body, at the  
above stated time and place,  
will hear all persons with  
views in favor of or opposed  
to the approval of the 2023  
Urban Renewal Plan and the  
2023 Urban Renewal Project.  
Dated this 12th day of  
September, 2023.

CITY OF JACKSON,  
MISSISSIPPI  
By: /s/Angela Harris

City  
Clerk

Published: The Clarion  
Ledger and The Mississippi  
Link, September 21, 2023.  
September 21 2023  
LMS58021513

*file*  
*26862*

**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
<b>Legal Ad</b>	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
<b>Words</b>	472
<b>Run Date(s)</b>	Thursday 09/21/23
<b>\$ Amount</b>	37.76

Signed:

*Minnie Garrett*  
Authorized Representative of the Mississippi Link Newspaper

SWORN to and subscribed before me this 21 day of Sept., 2023

Notary: *Candace Mayes*

My Commission Expires: July 16 2024

(Seal)





Mississippi Link Newspaper  
2659 Livingston Rd  
JACKSON, MS 39213 US  
(601) 896-0084  
cmayes@mississippilink.com

THE MISSISSIPPI LINK

**BILL TO**  
Butler Snow LLP  
Candy Hunt  
1020 Highland Colony Pkw. Ste.  
1400  
P. O. Box 6010  
Ridgeland, MS 39157

INVOICE 26862

DATE 09/21/2023 TERMS Due on receipt

DUE DATE 09/21/2023

**CONTACT PERSON**  
Jenell Robinson

**SALES REP**  
JH

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/21/2023	<b>Advertising</b> Legal Notice Notice of Public Hearing on Proposed City of Jackson Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023) run date 9/21 472 words	1	37.76	37.76

Thank you for your business - we appreciate it very much.

Sincerely,  
Mississippi Link Newspaper

TOTAL DUE \$37.76

Please submit your email address at <https://mississippilinknews.typeform.com/to/licltG> for breaking news and timely updates. Thank you

EXHIBIT D

PLANNING BOARD ORDER/RESOLUTION

**ORDER FINDING THAT THE PROPOSED CITY OF JACKSON  
URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI  
PLANETARIUM PROJECT 2023) IS IN CONFORMITY WITH THE  
COMPREHENSIVE PLAN OF THE CITY**

WHEREAS, pursuant to Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**Urban Renewal Act**"), the City of Jackson, Mississippi (the "**City**") is empowered to approve, adopt and implement its Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023) (the "**2023 Urban Renewal Plan**"), a copy of which is attached hereto as Exhibit A and made a part hereof, to improve certain blighted areas of the City; and

WHEREAS, the Mayor and City Council (the "**Governing Body**") of the City, did by resolution dated September 12, 2023, direct that the proposed 2023 Urban Renewal Plan be submitted to the City of Jackson, Mississippi Planning Board (the "**Planning Board**") for review and written recommendations pursuant to Section 43-35-13(b) of the Urban Renewal Act; and

WHEREAS, the Planning Board has reviewed the proposed 2023 Urban Renewal Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD AND THE GOVERNING BODY OF THE CITY:**

**SECTION 1.** The City of Jackson, Mississippi Comprehensive Plan adopted March 2, 2004 (the "**Comprehensive Plan**") is a general plan of the City for land use, transportation, community facilities and the development of the municipality as a whole.

**SECTION 2.** The Planning Board has reviewed the proposed 2023 Urban Renewal Plan as to its conformity with the Comprehensive Plan for the development of the City as a whole as required by Section 43-35-13 of the Urban Renewal Act.

**SECTION 3.** The Planning Board recommends and finds that the 2023 Urban Renewal Plan conforms to the Comprehensive Plan, specifically Section 4.3 of the Comprehensive Plan, for the development of the City as a whole as required by Section 43-35-13 of the Urban Renewal Act.

**SECTION 4.** A certified copy of this resolution or order shall be delivered by the Planning Board to the Clerk of the City (the "**City Clerk**"), within thirty (30) days of its receipt for presentation to the Governing Body of the City in connection with the City's proposed public hearing to be held on October 10, 2023 at 10:00 AM.

Mr. Eric Norwood moved adoption; Mr. Emon Thompson, III seconded.

Yeas – Ms. Florine Keeler, Ms. Joyce Jackson, Mr. Eric McKie, Ms. Jennifer Welch, Mrs. Cassandra Welchlin

Nays – None.

Abstentions – Mr. Michael Booker

Absent – None.

**STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the Planning and Zoning Board at its Regular Board Meeting on September 27, 2023. However, upon the completion of the minutes, a certified attested copy can be provided upon request.**

EXHIBIT 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

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

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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

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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 become obligated to pay in connection with the management, operation, maintenance, replacement and repair of the Demised Premises, which costs and expenses shall include, by way of illustration and not limitation, liability and casualty insurance costs, maintenance and repair costs, accounting expenses, management fees and expenses, ad valorem taxes, utilities costs, pest control costs, and the costs of the other defined services described herein (the "Operating Expense"). Lessee shall, on the first day of each calendar month, reimburse Lessor for any Operating Expenses paid by Lessor.

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

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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 statutes 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

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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 materialmen's liens or other lien of any kind, except to the extent that the creation of such lien or liens is specifically authorized by a provision in this Agreement or the written consent of Lessor. Lessee shall not allow a lien or claim of any kind to be filed or claimed against Lessor's interest in the Demised Premises during the continuance of this Agreement. If such lien is claimed or filed, Lessee shall cause the Demised Premises to be released from the claim within 30 days after Lessor is given written notice of the claim and transmits written notice of its receipt to Lessee, whichever 30-day period expires earlier. Lessee will cause such release either by paying to the court the amount necessary to relieve and release the Demised Premises from such claim, or in any other manner which, as a matter of law, will result, within the 30-day period, in releasing Lessor and its title from the claim.

#### 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



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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).

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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:

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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

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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

Notices. Any notices or other communications hereunder shall be deemed to have been given when delivered personally, sent by electronic transmission (with confirmation receipt) to the following telephone numbers, or if deposited in the United States Mail, registered or certified, with proper postage and registration or certification fees prepaid, upon delivery by the post office addressed to the following addresses:

TO LESSEE:

City of Jackson, Mississippi

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: ( ) -

E-mail:

with a copy to:

Butler Snow LLP

1020 Highland Colony Parkway, Suite 1400

Ridgeland, MS 39157

Attention: Jetson G. Hollingsworth

Facsimile: (601) 985-4500

E-mail: jet.hollingsworth@gmail.com

and to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail:

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TO LESSOR:

JRA Public Benefit Corporation

\_\_\_\_\_  
\_\_\_\_\_

Attention: President, Board of Directors

Facsimile: \_\_\_\_\_

E-mail:

with a copy to:

Butler Snow LLP

1020 Highland Colony Parkway, Suite 1400

Ridgeland, MS 39157

Attention: Jetson G. Hollingsworth

Facsimile: (601) 985-4500

E-mail: jet.hollingsworth@butlersnow.com

and to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail:

AND TO THE CDE LENDERS AND OTHER FINANCING PARTIES AT THE ADDRESSES SET FORTH ON EXHIBIT E.

or such other addresses as may be designated by any of the parties from time to time by written notice given to the other party in the aforesaid manner.

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

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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.

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LESSOR:

JRA PUBLIC BENEFIT CORPORATION,  
a Mississippi nonprofit corporation

By: \_\_\_\_\_

President, Board of Directors

LESSEE:

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

By:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT B**

**IMPROVEMENTS**

**EXHIBIT C**

**BASE RENT**

**EXHIBIT D**

**MEMORANDUM OF LEASE**

**(attached behind)**

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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 providing certain loans in the aggregate original principal amount of \$[\_\_\_\_\_] (collectively, the “QLICI Loans”) to QALICB, and QALICB and the CDE Lenders are parties to (i) that certain Loan and Security Agreement dated



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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 QLICB 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;

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(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;

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(N) develop and implement a system for review and processing of change orders as to the Project;

(O) develop and implement a procedure for the review and processing of applications by contractors for progress and final payments;

(P) establish and implement procedures for expediting the processing and approval of shop drawings and samples;

(Q) record the progress of the Project and submit written progress reports to QALICB, including the percentage of completion and the number and amounts of change orders

(R) at the direction of QALICB, cause to be performed in a diligent and efficient manner the following:

(i) development of the Project, including any required off-site work; and

(ii) general administration and supervision of the Project, including but not limited to activities of contractors, and others employed as to the Project in a manner which complies in all respects with the Plans and Specifications;

(S) keep, or cause to be kept, accounts and cost records as to the Project;

(T) maintain, or cause to be maintained, at its expense, all accounting facilities and equipment necessary to adequately perform the foregoing functions;

(U) make available to QALICB, during normal business hours and upon its written request, copies of all contracts;

(V) maintain sufficient, reasonable and adequate documentation that provides objective evidence that details the time, effort, costs, and money spent by Developer on any of the services (e.g., time records or memoranda recounting meetings or other efforts as to such services);

(W) at the direction of QALICB, prepare requests for release of QLICI Loan proceeds for application to Project Costs (as defined below) and complete and submit all forms necessary therefor and take all other actions as necessary to comply with Section 45D of the Code as related to the Project;

(X) at the direction of QALICB, prepare a schedule of costs incurred by Developer prior to the date of consummation of the QLICI Loans in form and substance satisfactory to the CDE Lenders.

4. Project Completion. QALICB and Developer share a common interest in developing the Project and Developer has agreed to guarantee the completion of the Project in accordance with the Guaranty of Completion and Payment dated as of the Effective Date, by Developer for the benefit of the CDE Lenders (the "Guaranty"); therefore, in consideration for such benefit, and in order to induce the CDE Lenders to make the QLICI Loans to QALICB, subject to the provisions of this Agreement, Developer agrees as follows:

(A) Developer shall collaterally assign all of Developer's right, title, and interest in this Agreement and all other agreements entered into by Developer for completion of the Project to the CDE Lenders, including any warranties provided by any third parties to such agreements and all permits, licenses, and approvals necessary for completion of the Project (collectively, the "Contracts and Permits"), pursuant to that certain Assignment of Construction Documents made by Developer in favor of the CDE Lenders. Developer agrees that, upon the occurrence of an Event of Default under the Guaranty or any of the other Loan Documents, the CDE Lenders shall have the right to enforce this Agreement and the Contracts and Permits to cause the Project to be completed by a third party (the "Completion Right"). If the CDE Lenders exercise the Completion Right, the CDE Lenders shall have no obligation to advance funds in excess of any remaining undisbursed QLICI Loan proceeds to pay Project Costs or other costs required to complete construction of the Project. QALICB and JRA hereby acknowledges and consents to the Completion Right.

(B) Developer acknowledges that the terms of the Leasehold Mortgage securing the QLICI Loans impose covenants and obligations upon QALICB, the performance and observance of which will (in whole or in part) be dependent on Developer's actions and inactions as the developer of the Project. QALICB has provided to Developer a copy of the Leasehold Mortgage, and Developer has reviewed and is familiar with the provisions of such Leasehold Mortgage. Developer hereby covenants and agrees that Developer shall not violate or cause a violation of any of the provisions of the Leasehold Mortgage, and that Developer shall take such actions, on a prompt and timely basis, as shall be necessary to enable QALICB to comply with the same. Any failure by Developer to observe or comply with the foregoing provisions that is not cured by (i) the end of the applicable cure period set forth in this Agreement, if any, or (ii) the applicable cure period afforded to QALICB under the provisions of the Leasehold Mortgage, whichever is the shorter period, shall constitute a default under this Agreement.

5. Initial Turnkey Payment; Turnkey Payments. The parties acknowledge that in connection with providing the Development Services, Developer has previously incurred certain costs and expenses in the total amount of \$[\_\_\_\_\_]. As part of the consideration to lease the Demised Premises, QALICB will pay Developer the amount of \$[\_\_\_\_\_] (the "Initial Turnkey Payment"), which Initial Turnkey Payment will be paid on the Effective Date as more particularly described in the Ground Lease. Subject to the consent of the CDE Lenders, QALICB agrees to make additional payments under this Agreement (the "Turnkey Payments") for a portion of Developer's actual costs and expenses incurred or involved in providing Development Services hereunder anticipated to be in the amount of \$[\_\_\_\_\_], and any amounts incurred or paid by Developer under any agreements entered into by Developer for the purpose of undertaking or completing the Project, including without limitation the Construction Contract and Architect Agreement, subject to the amounts provided in the Project Budget (collectively, "Project Costs"). Such Turnkey Payments will be made by QALICB as such funds are made available to QALICB pursuant to that certain Disbursement Agreement dated as of the Effective Date (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "Disbursement Agreement"), by and among QALICB, Developer, [Wells Fargo, a \_\_\_\_\_], and the CDE Lender, following delivery of an invoice for reimbursable costs from Developer to QALICB and any and all other materials required to be submitted by QALICB pursuant to the Loan Documents as a condition precedent to the disbursement or release of 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.

7. Default. Developer and JRA acknowledge that the terms of the Loan Documents evidencing, governing and securing the Project funding impose covenants and obligations upon QALICB, the performance and observance of which will (in part) be dependent on Developer's actions and inactions as the developer of the Project. QALICB has provided to Developer and JRA copies of the Loan Documents, and Developer and JRA have reviewed and are familiar with the provisions of such Loan Documents. Developer and JRA shall take such actions, on a prompt and timely basis, as shall be necessary to enable QALICB to comply with such Loan Documents; provided, however, that Developer's obligations shall be limited to providing Development Services hereunder and nothing contained in this Agreement shall be construed as imposing additional obligations upon Developer with respect to the Loan Documents. Any failure by Developer or JRA to substantially comply with a material provision under this Agreement that is not cured by (i) the end of a thirty (30) calendar day opportunity to cure such default after receipt of written notice of the same from QALICB, or (ii) the applicable cure period afforded to QALICB under the provisions of the Loan Documents, whichever is the shorter period, shall constitute a default under this Agreement; provided, however, that the cure period to comply may be extended for an additional sixty (60) days if the ability to cure such failure to comply within the specified cure period is not within the reasonable control of JRA or Developer. QALICB may concurrently

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or successively pursue any remedy at law or in equity, including, but not limited to, the following: (a) terminate this Agreement; or (b) withhold any disputed amounts due to Developer. All amounts withheld by QALICB shall be promptly released to Developer only after Developer has cured the default justifying the withholding, as demonstrated by evidence reasonably acceptable to QALICB.

8. Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party at its address set out below (or to such other address that the receiving party may designate from time to time in accordance with this Section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Notice to QALICB: JRA Public Benefit Corporation

\_\_\_\_\_  
Jackson, MS \_\_\_\_\_

Attention: President, Board of Directors

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

with a copy to: Butler Snow LLP  
1020 Highland Colony Parkway, Suite 1400  
Ridgeland, MS 39157  
Attention: Jet Hollingsworth  
Facsimile: (601) 985-4500  
Email: jet.hollingsworth@butlersnow.com

and to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Notice to Developer: City of Jackson, Mississippi

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

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Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

with a copy to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

and to: \_\_\_\_\_

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\_\_\_\_\_

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.

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9. Successors and Assigns. This Agreement shall be binding on the parties hereto, their heirs, successors, and assigns. Except as expressly set forth herein, this Agreement may not be assigned by either party without the written consent of the other, provided that by execution of this Agreement, Developer and JRA consent to the assignment by QALICB to the extent required under the terms of the Loan Documents.

10. Severability of Provisions. Each provision of this Agreement shall be considered severable and if, for any reason, any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

11. Entire Agreement. This Agreement, together with all related exhibits and schedules, is the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile machine, portable document format (“PDF”), Electronic Signature (as defined below) or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The effectiveness of any such documents and signatures shall, subject to applicable laws, have the same force and effect as manually signed originals and shall be binding on the parties. “Electronic Signature” means any symbol or process attached to a document or instrument and executed or adopted by a person with the intent to sign the document or instrument, including, without limitation, any digital representation of a party’s signature created by scanning such party’s signature or by any electronic signature service such as DocuSign. The parties agree to mutually cooperate with each other to assist in obtaining and finalizing the NMTC financing transaction including, without limitation, amending this Agreement as necessary and reasonably requested by the CDE Lenders to finalize or carryout the terms or requirements for the same.

12. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Mississippi.

13. Third Party Beneficiaries. Unless otherwise evidenced in writing signed by all parties, QALICB, JRA and Developer do not intend to benefit any party that is not a party to this Agreement and no such party shall be deemed to be a third party beneficiary of this Agreement or any provision hereof; provided, however, that QALICB, JRA and Developer agree that the CDE Lenders are an intended third party beneficiary of this Agreement with the right to enforce the same as specified in Section 4 above, and the provisions of this Agreement shall not be amended, restated, modified or terminated without the prior written consent of the CDE Lenders.

[Signatures on following page]

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

DEVELOPER:

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

By:

\_\_\_\_\_

\_\_\_\_\_

JRA:

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

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By:

\_\_\_\_\_

\_\_\_\_\_

QALICB:

JRA PUBLIC BENEFIT CORPORATION,

a Mississippi nonprofit corporation

By:

\_\_\_\_\_

President, Board of Directors

**EXHIBIT A**

**PROPERTY**

**EXHIBIT B**

**TURNKEY PAYMENTS**

**EXHIBIT G**

**JRA GROUND LEASE AGREEMENT**

**GROUND LEASE AGREEMENT**

THIS GROUND LEASE AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_, 2023 (the "Effective Date"), is made between JACKSON REDEVELOPMENT AUTHORITY, a public body corporate and politic and the urban renewal agency of the City ("Lessor"), and JRA PUBLIC BENEFIT CORPORATION, a Mississippi nonprofit corporation ("Lessee").

**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

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Payments to City pursuant to the terms of the Development Agreement to pay a portion of the costs to develop and construct the Improvements on the Property, and (iii) City shall pay the remaining portion of the costs to develop and construct the Improvements on the Property, which upon completion shall be deemed a contribution in kind from City to Lessor pursuant to the City Ground Lease (the "Contribution"). The Lessor will in turn make the Contribution of remaining costs to Lessee pursuant to this Agreement. The amount of the Contribution is anticipated to be \$[\_\_\_\_\_].

D. Utilities. Lessor and Lessee agree, during the term of this Agreement, Lessee shall pay before delinquency, all charges for use of telephone, water, gas, heat, electricity, trash, sewer and all other utilities and services of whatever kind and nature which may be used in or upon the Demised Premises adequate for the intended purposes in full compliance with all governmental laws and regulations.

E. Taxes. Lessee shall pay all real estate taxes, special assessments and any other taxes, assessments or public charges levied or assessed by lawful authority against the Demised Premises attributable to the period during the term of this Agreement on or before the due date thereof, unless contested by Lessee in good faith. Lessee shall have the right to contest, in good faith, by appropriate proceedings, the amount, applicability, or validity of any such taxes or assessments. Lessee shall be responsible to pay its respective taxes on income and all its employee related taxes, if any, in connection with the operations of the Demised Premises. As between Lessor and Lessee, Lessee has the exclusive right (but shall be under no obligation), at its expense, to endeavor at any time or times to obtain a reduction in the assessed valuation of the Demised Premises, or any part thereof, for the purpose of reducing the real estate taxes, including the right to prosecute administrative and/or judicial proceedings and judicial review and appeal of any decision which Lessee, in its sole discretion, considers adverse, and the right to settle or compromise any such proceedings. Lessor will offer no objection and, at the request of Lessee, will cooperate with Lessee, without cost or expense to Lessor, in effecting such a reduction. Lessee shall be authorized to collect any tax refund payable because of any proceeding Lessee may institute, and any such tax refund shall be the property of Lessee, to the extent to which it is based on a payment made by Lessee.

So long as the Operating Lease is in effect, the parties hereto acknowledge and agree that the leasehold interest in the Demised Premises under this Agreement shall be exempt from ad valorem taxes pursuant to Mississippi law, including Section 27-31-1(b) of the Mississippi Code of 1972, as amended.

F. Quiet Enjoyment. As long as no default by Lessee in the performance of its obligations hereunder exists, Lessor covenants and agrees that Lessee shall and may peaceably have, hold, and enjoy the occupancy and use of the Demised Premises to the extent provided herein free from molestation, eviction or disturbance by Lessor or any other persons or legal entity whatsoever, and as long as no default by Lessee in the performance of its obligations hereunder exists, and upon expiration or termination of the Operating Lease, the parties hereto acknowledge and agree that Lessee shall have the right to occupy, use and operate the Demised Premises for the term of this Agreement for any use permitted by law without any disturbance or restriction by Lessor or any other persons. As long as no default by Lessee in the performance of its obligations hereunder exists, and upon expiration or termination of the Operating Lease, Lessor hereby covenants that, should Lessee determine that any easements are necessary in order for Lessee to occupy, use and operate the Demised Premises for the term of this Agreement, Lessor shall grant to Lessee any easements and shall take any other action available to Lessor that may be required in order to allow Lessee to occupy, use and operate the Demised Premises for the term of this Agreement.

G. Initial Turnkey Payment; Turnkey Payments. The parties acknowledge that City has incurred costs in the total amount of \$[\_\_\_\_\_] in connection with the WIP. As part of the consideration to lease the Demised Premises for the term of this Agreement as provided in Section C. above, Lessee shall pay to City the amount of \$[\_\_\_\_\_] (the "Initial Turnkey Payment"), payable on or before the date hereof in one initial upfront installment. The Initial Turnkey Payment shall be made directly to Lessor pursuant to the Flow of Funds Memorandum (as defined in the CDE Loan Agreement).

The parties acknowledge that pursuant to the Development Agreement, it is anticipated that City will incur additional costs in the amount of \$[\_\_\_\_\_], in connection with the

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development and construction of a portion of the Improvements. As part of the consideration to lease the Demised Premises for the term of this Agreement as provided in Section C. above, Lessee shall pay to City the Turkey Payments, payable as set forth in the Development Agreement. The parties hereto acknowledge and agree that the foregoing transactions will be classified for federal income tax purposes as set forth in Section VI.B. below.

Further, Lessor agrees to allow the Construction Parties (as defined in the Development Agreement) to access the Demised Premises for the purposes of completing the work contemplated under the Development Agreement.

H. Development Agreement. Lessor and Lessee shall observe all requirements, terms and conditions of the Development Agreement. To the extent reasonably necessary, and without violating the laws of the State of Mississippi, Lessor and Lessee shall cooperate with each other to obtain the required permits, approvals, and authorizations for the construction of the Improvements in accordance with this Agreement, including by joining in applications for building permits, subdivision plat approvals, certificates of dedication, public works or other agreements, utility easements, permits for sewer, water and other utility services, and the dedication to the applicable governmental authorities of such title to or easements for utility, roadway and slope or storm drainage areas or facilities as are reasonably necessary or desirable.

## II. CONSTRUCTION OF THE IMPROVEMENTS

A. Construction of the Improvements. Lessor shall cause the Improvements to be constructed on the Property in accordance with the Plans and Specifications and the terms and conditions of the Development Agreement. Pursuant to the Development Agreement, Lessee has appointed City to provide for, or cause to be provided for, the complete construction of the Improvements.

B. Lessee to Bear a Portion of Construction Costs. Lessee is financing a portion of the costs to complete the construction of the Improvements on the Property pursuant to the CDE Loan Documents. Turnkey Payments for a portion of the costs of construction of the Improvements shall be made from the moneys which shall be disbursed for this purpose in accordance and upon compliance with the CDE Loan Agreement and as provided for under the Development Agreement, the City Ground Lease and this Agreement.

C. Risk of Loss. Lessee will be responsible for and will indemnify, defend, save and hold harmless Lessor against all damage done to the Demised Premises because of any negligent act or omission by Lessee, its employees, subcontractors, or agents.

## III. LIENS

Lessee shall not create or allow a lien or claim of any kind to be filed or claimed against Lessor's interest in the Demised Premises during the continuance of this Agreement, except to the extent that the creation of such lien or liens is specifically authorized by a provision in this Agreement, the CDE Loan Agreement, or the written consent of Lessor. If any prohibited lien is claimed or filed because of any act or omission by Lessee, its employees, subcontractors, or agents, Lessee shall cause the Demised Premises to be released from the claim within 30 days after Lessor is given written notice of the claim and transmits written notice of its receipt to Lessee, whichever 30-day period expires earlier. Lessee will cause such release either by paying to the court the amount necessary to relieve and release the Demised Premises from such claim, or in any other manner which, as a matter of law, will result, within the 30-day period, in releasing Lessor and its title from the claim.

## IV. INSURANCE; DESTRUCTION OR CONDEMNATION

A. Insurance. From and after any earlier date when Lessee, or City pursuant to the Operating Lease, makes actual use of and occupies the Demised Premises or any part of it, Lessee shall cause to be written a policy or policies of insurance in the form generally known as public liability policies. The policies shall insure Lessee against all claims and demands made by any person or persons for injuries received in connection with the operating and maintenance of the Demised Premises and for any other risk insured against by such policies. Each class of policies shall be written within limits of not less than \$500,000 for damages incurred or claimed by any one person for bodily injury, or otherwise, and damages to property or as otherwise required

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under the CDE Loan Agreement and the other CDE Loan Documents. All such policies shall name Lessee, Lessor, City and each Lender (as defined below), as their respective interests may appear, as the insured persons. Lessee shall promptly deliver the original or a duplicate original of each policy or policies to Lessor and each Lender as soon as they are written, together with adequate evidence of the fact that the premiums are paid.

B. Lessee's Insurance Obligation. From and after the time this Agreement commences, Lessee will keep insured or cause to be kept insured all buildings and improvements upon the Property against all loss or damage by fire and windstorm, together with "extended coverage." The amount of insurance shall at all times be sufficient to prevent any party in interest from being or becoming a co-insurer on any part of the risk, and shall not be less than 80 percent of the full insurable value. All such policies shall name Lessee, City, Lessor and each Lender, as their respective interests may appear, as the insured persons. Without limiting the foregoing, for so long as the CDE Loans remain outstanding, Lessee shall maintain in full force and effect such insurance coverages as are required to be maintained under the CDE Loan Agreement.

C. Insurance Premiums. Lessee shall pay premiums for all of the insurance policies it is required to carry under the terms of this Agreement, and shall deliver to Lessor, City and each Lender evidence of such payment before the payment of any premiums become in default. Lessee shall also cause renewals of expiring policies to be written and the policies or copies thereof, as required by this Agreement, to be delivered to Lessor, City and each Lender as it may request.

D. Destruction or Damage. If during the term of this Agreement, all or any portion of the Demised Premises is destroyed or damaged as the result of fire, windstorm, or other casualty, Lessee shall immediately notify the applicable insurers; Lessor, City and each Lender of the destruction or damage, and Lessee, at its expense or at the expense of any lessee under the Operating Lease, shall repair or replace or cause to be repaired or replaced the destroyed or damaged Demised Premises. Unless otherwise required by the CDE Loan Agreement or any other CDE Loan Document, the proceeds of all insurance maintained by Lessee on the Demised Premises shall be applied in accordance with the CDE Loan Agreement and the other CDE Loan Documents, and if no loan is outstanding that is secured by a lien on the Demised Premises, then applied: first, to pay the costs of clearing and restoring the Demised Premises; and second, to Lessee. Notwithstanding anything herein to the contrary, for so long as the CDE Loans remain outstanding, all insurance proceeds shall be applied in accordance with the CDE Loan Agreement and the other CDE Loan Documents.

E. Condemnation. If all or any portion of the Property is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain or private purchase, the following provisions shall apply: 1) subject to the rights of each Lender under the Leasehold Deed of Trust, Lessee shall receive that part of any award or compensation that is attributable to the fair market value of Lessee's leasehold estate in the Property, including leasehold improvements, together with any severance damages determined by a court of competent jurisdiction, and 2) Lessor shall receive that part of any award of compensation that is attributable to the fair market value of Lessor's estate in the Property (including the reversionary interest). Notwithstanding anything herein to the contrary, for so long as the CDE Loans remain outstanding, all condemnation proceeds shall be applied in accordance with the CDE Loan Agreement and the other CDE Loan Documents.

#### V. REPAIR OBLIGATIONS

During the continuance of this Agreement, Lessee shall keep or cause the lessee under the Operating Lease to keep in good state of repair and in commercially reasonable condition the Demised Premises (reasonable wear and tear excepted). Lessee shall promptly repair, at its expense and in a manner reasonably acceptable to Lessor, any damage to Lessor's property or to the property of others caused by Lessee or its managers, officers, agents, employees, or contractors. Lessee or a lessee under the Operating Lease shall not suffer or permit any strip, waste, or neglect of the Demised Premises to be committed. Lessee shall repair, replace, and renovate the Demised Premises as often as necessary to keep the Demised Premises in repair and condition suitable for public elementary school education standards. Notwithstanding the foregoing, Lessee shall have no obligation to maintain any portion of the Demised Premises for the period beyond their useful life (determined as of the Commencement Date).

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Lessor and Lessee agree that on the commencement date of the Operating Lease, City shall assume all responsibilities and liabilities to operate and maintain the Demised Premises in conformity with the provisions contained herein. Notwithstanding the foregoing, City (in its capacity as Lessee under the Operating Lease) shall have no obligation to maintain any portion of the Demised Premises for the period beyond their useful life (determined as of the Commencement Date).

**VI. SPECIAL CONDITIONS**

A. Compliance with New Markets Tax Credits. Lessee acknowledges that the Improvements to be constructed upon the Property by Lessor will be financed utilizing federal New Markets Tax Credits (the "Tax Credits") authorized under Section 45D of the Internal Revenue Code of 1986, as amended (the "Code"), and both Lessee and Lessor agree that no action shall be taken by any party without the written consent of all parties that would in any way jeopardize or threaten the validity of the Tax Credits during the seven (7) year period wherein such credits are subject to recapture under Section 45D(g) of the Code. During the term of the CDE Loan Agreement, neither Lessor nor Lessee shall be entitled to use, nor permit the use of, the Demised Premises for any Excluded Activity or Business (as defined in the CDE Loan Agreement).

B. Transfer of Ownership for Federal Income Tax Purposes. Notwithstanding anything to the contrary contained in this Agreement, Lessor and Lessee hereby agree and acknowledge that, notwithstanding the form of this transaction as a lease for local and state law purposes, it is the intent of each that this transaction be treated as a sale or grant of the Demised Premises from Lessor to Lessee, and for Lessee to be treated as the owner of the Demised Premises, for federal income tax purposes. For Federal income tax and accounting purposes, Lessor recognizes and shall continue to recognize (i) Lessee as the owner of the Demised Premises pursuant to this Agreement, and (ii) this Agreement as transferring ownership to Lessee; Lessor and Lessee agree that neither shall take any tax reporting position to the contrary. In furtherance and not in limitation of the foregoing, Lessor and Lessee agree that (i) to the greatest extent possible, the risk of loss and the benefits of profit and appreciation with respect to the Demised Premises shall reside with Lessee, (iii) it is not Lessor's intent to realize any meaningful residual value from the Demised Premises on or after the date hereof, and (iv) Lessee alone shall be entitled to all of the tax attributes of ownership of the Demised Premises, including, without limitation, the right to claim depreciation or cost recovery deductions.

C. Ground Lease Pledged to Lenders.

(1) Lessee shall have the right to mortgage and otherwise encumber this Agreement and Lessee's leasehold interest, in whole or in part, by one or more leasehold deed of trusts, including, but not limited to, the CDE Lender Deed of Trust (as defined below) (a "Leasehold Deed of Trust") to any person or entity. Any Leasehold Deed of Trust shall not constitute a lien on Lessor's ground lease interest in the Property. No holder of any such Leasehold Deed of Trust (together with the CDE Lender, a "Lender") shall be liable for performance of any of the covenants and obligations of Lessee under this Agreement, except during any period from and after such Lender's actual possession of, and exercise of Lessee's rights with respect to the Demised Premises. Lessor consents to Lessee's assignment of rents in and to the Demised Premises to a Lender, and for a Lender in any action that relates in any manner to 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 Loan Documents and all of the terms thereof. The CDE Lenders

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shall be a Lender for all purposes hereunder and the CDE Lender Deed of Trust shall be a Leasehold Deed of Trust for all purposes hereunder.

(3) Lessor agrees not to accept a voluntary: (a) surrender, (b) termination or (c) amendment of this Agreement, the Development Agreement, the City Ground Lease or the Operating Lease by Lessee, at any time while a Leasehold Deed of Trust shall remain a lien on Lessee's leasehold interest, without the prior written consent of the applicable Lender.

(4) If Lessee or Lessor fails to keep, observe or perform any of the terms of this Agreement required to be kept, observed or performed by it, in addition to any notice to Lessee or Lessor, required hereunder, Lessor or Lessee, as applicable, shall give written notice of such failure to each Lender in accordance with the notice provisions contained herein. No notice of a failure or other default by Lessor or Lessee under or with respect to this Agreement shall be deemed to have been duly given unless and until a copy thereof has been so served on each Lender. Lessor and Lessee agree to accept performance by any Lender with the same force and effect as though kept, observed or performed by Lessee or Lessor, as applicable. Such Lender shall have the same right as Lessee or Lessor to enter the Demised Premises for the express purpose of keeping, observing or performing such terms. Notwithstanding anything to the contrary in this Agreement, Lessor and Lessee agree that in the event of a default under this Agreement that would give Lessor or Lessee the right, immediately or after the lapse of a period of time, to cancel or terminate this Agreement or exercise any of its other rights or remedies hereunder, Lessor or Lessee, as applicable, shall not exercise such right unless and until (a) Lessor or Lessee has given written notice to each Lender of such default, act or omission, (b) Lessor or Lessee has given each Lender an opportunity to cure, and (c) such Lender or its designee has failed to cure or remedy the default, act or omission within thirty (30) days after the expiration of Lessee's or Lessor's cure period in the case of a default in the due and punctual payment of any taxes, insurance premiums or other charges or monetary amounts required to be paid under this Agreement and within sixty (60) days after the expiration of Lessee's or Lessor's cure period in the case of a failure to observe or perform any other material terms of this Agreement to be observed or performed by Lessee, and if such default cannot with due diligence and good faith be cured within such sixty (60) day period, then such longer period of time as may be reasonably necessary, not to exceed one hundred eighty (180) days.

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

(6) In addition to any rights and remedies a Lender may have pursuant to a Leasehold Deed of Trust or under any other applicable documents governing the terms of Lessee's and such Lender's agreements with respect to the Demised Premises, if a default exists under this Agreement, Lessor shall not terminate this Agreement or take any steps to obtain control or possession of the Demised Premises if, within a period not in excess of ninety (90) days following Lessor's written notice to such Lender of the occurrence of such default, the Lender (a) commences foreclosure or other appropriate proceedings or is taking other steps to obtain control or possession of the Demised Premises and, (b) makes payment of all past due amounts, and is making payment of all sums due Lessor, when due, and (c) if such default is reasonably susceptible to cure by such Lender (taking into account, among other things, such Lender not being in possession), is taking reasonable steps to cure same, in which event, such Lender, upon appropriate notice to Lessor, shall have the right: (i) to acquire by foreclosure proceedings or other appropriate steps Lessee's interest in this Agreement, and (ii) to remove Lessee from the Demised Premises. Such Lender shall not be required to institute foreclosure proceedings if it is able to acquire and does acquire Lessee's leasehold interest by any other legal means, including, without limitation, voluntary assignment. Lessor agrees that if by reason of a bankruptcy, insolvency or similar type proceeding, or by reason of any other judicial order or legislative enactment, the Lender shall be stayed from commencing (or if commenced, from continuing) foreclosure proceedings or other appropriate steps, then the Lender shall be deemed to be prosecuting such proceedings with diligence and continuously so long as it is in good faith attempting to obtain relief from any such stay.

(7) Any Lender shall be given prompt notice by Lessor and Lessee of any legal proceedings by the parties hereto involving obligations under this Agreement, and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. If any Lender shall not elect to intervene or become a party to such proceedings, the Lender shall receive notice of, and a copy of any award or decision made in, said

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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

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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



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during the term of this Agreement (including without limitation a tenancy-in-common or other partial interest in the Demised Premises and/or this Agreement), without the prior written consent of Lessee, but only on the express conditions that (i) the lien of any such leasehold mortgage or leasehold deed of trust shall be subordinate to the leasehold interest of Lessee in the Demised Premises and other rights of Lessee (including extension options) created by this Agreement, as it may be extended, amended or otherwise modified from time to time (as well as any replacement lease for this Agreement entered into by a Lender pursuant to Section VI.D. above), (ii) the lien of any such leasehold mortgage or leasehold deed of trust shall be subordinate to the Leasehold Deed of Trust held by the CDE Lender and/or its successors and assigns, as it may be extended, amended or otherwise modified from time to time, and (iii) any transferee of Lessor's leasehold interest in the Demised Premises and/or its interest in this Agreement during the term of this Agreement (including without limitation a tenancy-in-common or other partial interest in the Demised Premises and/or this Agreement) shall be bound by the terms of this Agreement.

F. Lessor and Lessee acknowledge and agree that pursuant to Section 57-105-1(7)(d) of the Mississippi Code of 1972, as amended, this Agreement, the City Ground Lease, the Development Agreement and the Demised Premises are exempt from any limitation or requirements with respect to leasing, acquiring and/or constructing public property or facilities in the State of Mississippi.

## VII. REPRESENTATIONS AND WARRANTIES

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

(1) Existence. Lessor is a body corporate and politic and an urban renewal agency of the City of Jackson, Mississippi, and has all requisite power and authority to execute, deliver, and perform this Agreement and transactions contemplated hereby.

(2) Authority. This Agreement and all agreements and instruments contemplated by this Agreement to which Lessor is a party or signatory have been duly authorized, executed and delivered by Lessor and constitute the legal, valid and binding obligations of Lessor enforceable in accordance with their terms. All requisite action of Lessor has been taken to authorize the execution, delivery and performance of this Agreement and all transactions contemplated hereby.

(3) Conflicting Instruments. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby do not and will not violate the Act nor any note, bond, indenture, lease or other agreement or instrument to which Lessor is a party or by which it is bound.

(4) Environmental. To the best of its knowledge, between the issuance of the Environmental Reports and the Commencement Date, Lessor has not released or caused or permitted to be released on or from the Property any Hazardous Materials in violation of any Environmental Laws (as such terms are defined in the Operating Lease).

(5) Liens and Encumbrances. As of the Commencement Date, no liens encumber or have been filed against the Demised Premises (other than the CDE Lender Deed of Trust in favor of the CDE Lenders) and all work performed as of the Commencement Date has been paid in full and no person or entity has a claim against Lessor for nonpayment of the same.

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

(1) Existence. Lessee is a nonprofit corporation, duly organized and validly existing in good standing under the laws of the State of Mississippi and has all requisite power and authority to execute, deliver, and perform this Agreement and the transactions contemplated hereby.

(2) Authority. This Agreement and all agreements and instruments contemplated by this Agreement to which Lessee is a party or signatory have been duly authorized, executed, and delivered by Lessee and constitute the legal, valid and binding obligations of Lessee enforceable in accordance with their terms. All requisite organizational action of Lessee has been

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taken to authorize the execution, delivery and performance of this Agreement and all transactions contemplated hereby.

(3) **Conflicting Instruments.** The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not violate the Articles of Incorporation of Lessee as filed with the Secretary of State of the State of Mississippi on \_\_\_\_\_, \_\_\_, or the Bylaws of Lessee adopted on \_\_\_\_\_, 20\_\_\_, nor any note, indenture, lease or other agreement or instrument to which Lessee is a party or by which it is bound.

**VIII. LESSEE QUALIFICATION AS EXEMPT ORGANIZATION UNDER SECTION 501(c)(3) OF THE CODE**

Lessee has made an application with the Internal Revenue Service (the “IRS”) to request qualification as an exempt organization under Section 501(c)(3) of the Code. Lessee agrees to pursue qualification as a 501(c)(3) exempt organization under the provisions of the Code. If the application for 501(c)(3) exempt organization status is delayed or denied based on the application submitted by Lessee, Lessee agrees to provide for any reasonable changes in such application (or with respect to its organizational structure) as may be required by the IRS for Lessee to be approved as a 501(c)(3) exempt organization.

**IX. EVENTS OF DEFAULT AND REMEDIES**

A. **Event of Default.** In the event of default by any party of any of its covenants or conditions contained in this Agreement, the defaulting party shall be given notice citing the default(s) and allowing it thirty (30) days from such notice to cure such breach. If the defaulting party has diligently commenced work to cure such breach during such thirty (30) day period but additional time is needed to cure such breach, the non-defaulting party may grant the defaulting party an extension of thirty (30) days, in its discretion. If the defaulting party has failed to cure the breach within sixty (60) days from the date of non-defaulting party’s notice of such breach, and provided Lender has not cured Lessee’s breach pursuant to the provisions hereof, the non-defaulting party may proceed in accordance with Section IX.B. below. Any notice of default to, or opportunity to cure in favor of, Lessee under this Section IX.A. shall simultaneously be provided to Lender in accordance with Section VI.C. above.

B. **Remedies.** Upon a default by Lessee under Section IX.A. above, subject to the rights of any Lender, Lessor may exercise any remedies available to it at law or equity other than terminating this Agreement. Lessee hereby acknowledges that equitable remedies are appropriate under this Agreement, and without limiting the generality of the foregoing, Lessor’s remedies shall include: (i) appointment of a receiver to operate the Demised Premises; or (ii) specific performance. The remedies, rights and privileges of Lessor in case of default of Lessee as enumerated above shall not be exclusive; and, in addition thereto, Lessor may exercise and enforce all rights in law and in equity which it may otherwise have because of said default. In the event of a default by Lessor under Section IX.A. above, Lessee may exercise and enforce all rights in law and in equity which it may otherwise have because of said default.

C. **Waiver of Rights, Remedies and Relief.** No delay or failure of either party to exercise any power or right hereunder, or under a similar agreement with third parties, shall operate as a waiver of any right, remedy or relief which either party is entitled; and such rights, remedies and relief shall be deemed continuous; nor shall a partial exercise preclude the party from full exercise thereof.

D. **Forbearance During Term of CDE Loans.** Notwithstanding anything herein to the contrary, Lessor shall forbear from exercising any of its remedies under this Agreement for so long as the CDE Loans remain outstanding.

**X. MISCELLANEOUS PROVISIONS.**

A. **Notices.** Any notices or other communications hereunder shall be deemed to have been given when delivered personally, sent by electronic transmission (with confirmation receipt) to the following telephone numbers, or if deposited in the United States Mail, registered or certified, with proper postage and registration or certification fees prepaid, upon delivery by the post office addressed to the following addresses:

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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: \_\_\_\_\_

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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:

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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:

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This Estoppel Certificate is being delivered in connection with a financing transaction the proceeds of which were used to develop and construct a new elementary school on the Property pursuant to that certain Ground Lease Agreement dated as of \_\_\_\_\_, 2023 (the "JRA Ground Lease"). Lessee's leasehold interest in the Property was pledged to Hope New Markets \_\_, LLC, a Mississippi limited liability company (the "Hope CDE Lender") and Wells Fargo \_\_, LLC, a \_\_\_\_\_ limited liability company (the "Wells CDE Lender" together with the Hope CDE Lender, the "CDE Lenders"), as collateral for the CDE Lenders' loans under that certain Loan and Security Agreement dated as of \_\_\_\_\_, 2023. This Estoppel Certificate may be relied upon by the CDE Lenders, their successors and assigns, including a purchaser of an interest in any such loan, and any person claiming by or through the CDE Lender (each, a "Recipient"). Accordingly, Lessor and Lessee certify to and agree with each Recipient as of the date hereof as follows:

1. The Lease is in full force and effect. The Lease has not been amended, modified, supplemented, assigned, or extended, and is in full force and effect as of the date hereof. There are no other agreements, whether written or oral, between Lessor and Lessee affecting the Property or Lessee's obligation to pay rentals under the Lease.

2. The term of the Lease commenced on \_\_\_\_\_, 2023, and will expire on \_\_\_\_\_, 2073.

3. Lessee acknowledges full receipt and satisfaction of all consideration contemplated or required by Section I.C. Lessee has paid to Lessor all rent and other sums otherwise owed under the Lease as of the date hereof.

4. There are no defaults or events that with the passage of time or notice would constitute a default by Lessor or Lessee under the Lease. Lessor and Lessee are in full compliance with all of the terms, conditions and covenants of the Lease. Lessor has no actual knowledge of any claims by others against Lessee relating to the Property or its use. No event has occurred giving, and no state of facts exist which, with the passage of time or the giving of notice, or both, would give, Lessor the right to terminate the Lease. As of this date, Lessor has no defenses or offsets against the full and complete enforcement of the Lease by Lessee or its predecessors, successors or assigns, including the CDE Lenders.

5. All obligations under the Lease to be performed by either Lessor or Lessee prior to the date hereof have been satisfied, including but not limited to, any obligations of Lessee to make or pay for any improvements, alterations or work done on the Property, and all improvements or work required to be performed by Lessee have been completed in accordance with the Lease and have been accepted by Lessor.

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

7. If the CDE Lenders or their designees succeed to Lessee's (or any successor to Lessee) interest in the Property or if a sale by power of sale or by judicial or non-judicial foreclosure occurs, Lessor agrees to attorn to and accept the CDE Lenders, their designees or a purchaser at such sale as its lessee under the Lease for the then remaining balance of the term thereof and Lessor shall be bound to such new lessee, in accordance with the all of the provisions of the Lease, for the remaining term of the Lease. This attornment shall be self-operative.

8. The undersigned individual hereby certifies that he or she is duly authorized to sign, acknowledge and deliver this Estoppel Certificate on behalf of Lessor or Lessee, as applicable. If more than one party executes this Estoppel Certificate, each party shall be jointly and severally liable hereunder.

9. Lessor acknowledges that (a) the CDE Lenders will rely on this Estoppel Certificate in making a loan or otherwise extending credit to Lessee and (b) each Recipient will rely on this Estoppel Certificate. Lessor acknowledges that (a) the information contained in this Estoppel Certificate and the provisions hereof shall be for the benefit of each Recipient and (b) the provisions hereof shall also inure to the benefit of any lender making a loan secured by the direct or indirect interests in Lessee and/or the Property.

[Signature page follows]

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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:

\_\_\_\_\_

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”).

W I T N E S S E T H

WHEREAS, Lessor is the owner of fee simple owner of certain real property located at 201 E. Pascagoula Street, Jackson, MS 39201, and more particularly described on Exhibit A attached hereto (the “Property”); and



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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).

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C. Consideration. Lessor hereby leases its interest in the Demised Premises to Lessee for the term of this Agreement with the understanding and agreement that, subject to the terms of the Development Agreement, Lessee and QALICB shall cause the Improvements to be constructed in accordance with the Plans and Specifications. Lessor and Lessee agree that in exchange for the rights granted to Lessee under this Agreement, Lessee will ground lease the Demised Premises to the QALICB pursuant to the JRA Ground Lease and that QALICB, (i) using a portion of the proceeds of the CDE Loans, QALICB shall pay the Initial Turnkey Payment (as defined below) as set forth in Section I.G. below, (ii) using a portion of the proceeds of the CDE Loans, QALICB shall make the Turnkey Payments to Lessor pursuant to the terms of the Development Agreement to pay a portion of the costs to develop and construct the Improvements on the Property, and (iii) Lessor shall pay the remaining portion of the costs to develop and construct the Improvements on the Property, which upon completion shall be deemed a contribution in kind from Lessor to Lessee pursuant to this Agreement (the "Contribution"). The amount of the Contribution is anticipated to be \$[\_\_\_\_\_]. The Lessee will in turn make the Contribution of the remaining costs to the QALICB pursuant to the JRA Ground Lease.

D. Utilities. Lessor and Lessee agree, during the term of this Agreement, Lessee shall pay before delinquency, all charges for use of telephone, water, gas, heat, electricity, trash, sewer and all other utilities and services of whatever kind and nature which may be used in or upon the Demised Premises adequate for the intended purposes in full compliance with all governmental laws and regulations.

E. Taxes. Lessee shall pay all real estate taxes, special assessments and any other taxes, assessments or public charges levied or assessed by lawful authority against the Demised Premises attributable to the period during the term of this Agreement on or before the due date thereof, unless contested by Lessee in good faith. Lessee shall have the right to contest, in good faith, by appropriate proceedings, the amount, applicability, or validity of any such taxes or assessments. Lessee shall be responsible to pay its respective taxes on income and all its employee related taxes, if any, in connection with the operations of the Demised Premises. As between Lessor and Lessee, Lessee has the exclusive right (but shall be under no obligation), at its expense, to endeavor at any time or times to obtain a reduction in the assessed valuation of the Demised Premises, or any part thereof, for the purpose of reducing the real estate taxes, including the right to prosecute administrative and/or judicial proceedings and judicial review and appeal of any decision which Lessee, in its sole discretion, considers adverse, and the right to settle or compromise any such proceedings. Lessor will offer no objection and, at the request of Lessee, will cooperate with Lessee, without cost or expense to Lessor, in effecting such a reduction. Lessee shall be authorized to collect any tax refund payable because of any proceeding Lessee may institute, and any such tax refund shall be the property of Lessee, to the extent to which it is based on a payment made by Lessee.

So long as the Operating Lease is in effect, the parties hereto acknowledge and agree that the leasehold interest in the Demised Premises under this Agreement shall be exempt from ad valorem taxes pursuant to Mississippi law, including Section 27-31-1(b) of the Mississippi Code of 1972, as amended.

F. Quiet Enjoyment. As long as no default by Lessee in the performance of its obligations hereunder exists, Lessor covenants and agrees that Lessee shall and may peaceably have, hold, and enjoy the occupancy and use of the Demised Premises to the extent provided herein free from molestation, eviction or disturbance by Lessor or any other persons or legal entity whatsoever, and as long as no default by Lessee in the performance of its obligations hereunder exists, and upon expiration or termination of the JRA Ground Lease and the Operating Lease, the parties hereto acknowledge and agree that Lessee shall have the right to occupy, use and operate the Demised Premises for the term of this Agreement for any use permitted by law without any disturbance or restriction by Lessor or any other persons. As long as no default by Lessee in the performance of its obligations hereunder exists, and upon expiration or termination of the JRA Ground Lease and the Operating Lease, Lessor hereby covenants that, should Lessee determine that any easements are necessary in order for Lessee to occupy, use and operate the Demised Premises for the term of this Agreement, Lessor shall grant to Lessee any easements and shall take any other action available to Lessor that may be required in order to allow Lessee to occupy, use and operate the Demised Premises for the term of this Agreement.

G. Initial Turnkey Payment; Turnkey Payments. The parties acknowledge that Lessor has incurred costs in the total amount of \$[\_\_\_\_\_] in connection with the WIP. As part of

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the consideration to lease the Demised Premises for the term of this Agreement as provided in Section C. above, Lessee shall require QALICB (pursuant to the JRA Ground Lease) to pay to Lessor the amount of \$[ ] (the "Initial Turnkey Payment"), payable on or before the date hereof in one initial upfront installment. The Initial Turnkey Payment shall be made directly to Lessee pursuant to the Flow of Funds Memorandum (as defined in the CDE Loan Agreement).

The parties acknowledge that pursuant to the Development Agreement, it is anticipated that Lessor will incur additional costs in the amount of \$[ ], in connection with the development and construction of a portion of the Improvements. As part of the consideration to lease the Demised Premises for the term of this Agreement as provided in Section C. above, Lessee shall require QALICB (pursuant to the JRA Ground Lease) to pay to Lessor the Turkey Payments, payable as set forth in the Development Agreement. The parties hereto acknowledge and agree that the foregoing transactions will be classified for federal income tax purposes as set forth in Section VI.B. below.

Further, Lessor agrees to allow the Construction Parties (as defined in the Development Agreement) to access the Demised Premises for the purposes of completing the work contemplated under the Development Agreement.

H. Development Agreement. Lessor and Lessee shall observe all requirements, terms and conditions of the Development Agreement. To the extent reasonably necessary, and without violating the laws of the State of Mississippi, Lessor and Lessee shall cooperate with each other to obtain the required permits, approvals, and authorizations for the construction of the Improvements in accordance with this Agreement, including by joining in applications for building permits, subdivision plat approvals, certificates of dedication, public works or other agreements, utility easements, permits for sewer, water and other utility services, and the dedication to the applicable governmental authorities of such title to or easements for utility, roadway and slope or storm drainage areas or facilities as are reasonably necessary or desirable.

## II. CONSTRUCTION OF THE IMPROVEMENTS

A. Construction of the Improvements. Lessor shall cause the Improvements to be constructed on the Property in accordance with the Plans and Specifications and the terms and conditions of the Development Agreement. Pursuant to the Development Agreement, Lessee has appointed QALICB to provide for, or cause to be provided for, the complete construction of the Improvements.

B. QALICB to Bear a Portion of Construction Costs. QALICB is financing a portion of the costs to complete the construction of the Improvements on the Property pursuant to the CDE Loan Documents. Turnkey Payments for a portion of the costs of construction of the Improvements shall be made from the moneys which shall be disbursed for this purpose in accordance and upon compliance with the CDE Loan Agreement and as provided for under the Development Agreement, the JRA Ground Lease and this Agreement.

## III. LIENS

Lessee shall not create or allow a lien or claim of any kind to be filed or claimed against Lessor's interest in the Demised Premises during the continuance of this Agreement, except to the extent that the creation of such lien or liens is specifically authorized by a provision in this Agreement, the CDE Loan Agreement, or the written consent of Lessor. If any prohibited lien is claimed or filed because of any act or omission by Lessee, its employees, subcontractors, or agents, Lessee shall cause the Demised Premises to be released from the claim within 30 days after Lessor is given written notice of the claim and transmits written notice of its receipt to Lessee, whichever 30-day period expires earlier. Lessee will cause such release either by paying to the court the amount necessary to relieve and release the Demised Premises from such claim, or in any other manner which, as a matter of law, will result, within the 30-day period, in releasing Lessor and its title from the claim.

## IV. INSURANCE; DESTRUCTION OR CONDEMNATION

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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 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

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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

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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.

(17) Lessor acknowledges that Lessee will enter into the JRA Ground Lease and that QALICB will enter into the CDE Loan Agreement and the other CDE Loan Documents, pursuant to which the CDE Lenders will make the CDE Loans, the proceeds of which will be used by QALICB to make the Turnkey Payments in connection with the development and construction of the Improvements and the other permitted uses provided in the CDE Loan Documents. Lessor further acknowledges and agrees that Lessee's leasehold interest hereunder has been ground leased to the QALICB pursuant to the JRA Ground Lease and the QALICB's leasehold interest has been pledged to the CDE Lender as collateral for the CDE Loans under the CDE Loan Agreement, pursuant to that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the Effective Date made by Lessee in favor of the CDE Lenders (the "CDE Lenders' Deed of Trust"). Lessor hereby consents to the CDE Lender Deed of Trust, the CDE Loan Documents and all of the terms thereof. The CDE Lenders shall be a Lender for all purposes hereunder and the CDE Lenders' Deed of Trust shall be a Leasehold Deed of Trust for all purposes hereunder.

(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.

(19) 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.

(21) 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

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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.

(22) 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.

(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).

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J. 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.



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(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 of its knowledge, between the issuance of the Environmental Reports and the Commencement Date, Lessor has not released or caused or permitted to be released on or from the Property any Hazardous Materials in violation of any Environmental Laws (as such terms are defined in the Operating Lease).

(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

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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.

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:

TO LESSOR:

City of Jackson, Mississippi

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: (601) \_\_\_\_ - \_\_\_\_\_

E-mail: \_\_\_\_\_

with a copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

TO LESSEE:

Jackson Redevelopment Authority

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: (601) \_\_\_\_\_

E-mail: \_\_\_\_\_

with a copy to:

Butler Snow LLP

1020 Highland Colony Parkway, Suite 1400

Ridgeland, MS 39157

Attention: Jetson G. Hollingsworth

Facsimile: (601) 985-4404

E-mail: jet.hollingsworth@butlersnow.com

and to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

AND TO THE CDE LENDERS AND OTHER FINANCING PARTIES AT THE ADDRESSES SET FORTH ON EXHIBIT F.

or such other addresses as may be designated by any of the parties from time to time by written notice given to the other party in the aforesaid manner.

B. Assignment. This Agreement and all rights pertaining hereto, and obligations hereunder may be assigned by Lessor or Lessee at any time only with the written consent of the other party, which consent will not unreasonably be withheld, conditioned or delayed. Notwithstanding the foregoing, (i) QALICB may encumber and assign its leasehold interest in the JRA Ground Lease under a Leasehold Deed of Trust, and any successor in interest thereto, pursuant to Section VI.C.(1) without the consent of Lessor and (ii) QALICB may assign or transfer this Agreement to a Lender at any time in connection with QALICB's exercise of its remedies pursuant to the applicable Leasehold Deed of Trust. Other than as specifically permitted herein, this Agreement shall not be assigned by Lessee to any other party.

C. Binding Effect. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

D. Brokerage Commissions. Each party represents and warrants to the other party that such warranting party has not incurred any obligation to pay any brokerage commissions by reason of the transaction contemplated hereunder. Each party shall be responsible for all loss, cost, damage, expense and liability whatsoever based upon any such commitment by such other party.

E. Applicable Laws. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Mississippi. To the extent any provision of this Agreement is not enforceable under Mississippi law, such provision shall be modified, deleted or deemed invalid to the extent it is either not

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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,

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a body corporate and politic and urban renewal agency of the City of Jackson, Mississippi

By:

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT B**

**WIP**

**EXHIBIT C**

**IMPROVEMENTS**

**EXHIBIT D**

**MEMORANDUM OF GROUND LEASE**

**(attached behind)**

**EXHIBIT E**

**FORM OF ESTOPPEL CERTIFICATE**

**[Date]**

[Addressee]

Re: Ground Lease Agreement dated \_\_\_\_\_, 2023 (as amended from time to time, the “Lease”) by and between City of Jackson, Mississippi (the “Lessor”) and Jackson Redevelopment Authority (“Lessee”) with respect to certain premises in Hinds County, Mississippi (the “Property”)

Ladies and Gentlemen:

This Estoppel Certificate is being delivered in connection with a financing transaction the proceeds of which were used to develop, repair, improve, adorn and equip the Russell C. Davis Planetarium and other authorized purposes with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities on the Property pursuant to that certain Ground Lease Agreement dated as of \_\_\_\_\_, 2023 (the “City Ground Lease”). Lessee’s leasehold interest in the Property was ground leased to the JRA Public Benefit Corporation (the “QALICB”) pursuant to that certain Ground Lease Agreement dated as of \_\_\_\_\_, 2023 (the “JRA Ground Lease”). The QALICB’s leasehold interest in the Property was pledged to Hope New Markets \_\_, LLC, a Mississippi limited liability company (the “Hope CDE Lender”) and [Wells Fargo \_\_, LLC, a \_\_\_\_\_ limited liability company (the “Wells CDE Lender” and, together with the Hope CDE Lender, the “CDE Lenders”), as collateral for the CDE Lenders’ loans under that certain Loan and Security Agreement dated as of \_\_\_\_\_, 2023. This Estoppel Certificate may be relied upon by the CDE Lenders, their successors and assigns, including a purchaser of an interest in any such loan, and any person claiming by or through the CDE Lenders (each, a “Recipient”). Accordingly, Lessor and Lessee certify to and agree with each Recipient as of the date hereof as follows:

10. 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.

11. The term of the Lease commenced on \_\_\_\_\_, 2023, and will expire on \_\_\_\_\_ 20\_\_.

12. 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.

13. 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.

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.

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]

IN WITNESS WHEREOF, the parties have caused this Estoppel Certificate to be duly executed as of the Effective Date.

LESSOR:

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

By:

\_\_\_\_\_  
\_\_\_\_\_

LESSEE:

JACKSON REDEVELOPMENT AUTHORITY,

a body corporate and politic and urban renewal agency of the City of Jackson, Mississippi

By:

\_\_\_\_\_

**EXHIBIT F  
ADDRESSES OF EACH LENDER AND OTHER FINANCING PARTIES**

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

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**President Banks** recognized **Catoria Martin, City Attorney**, who recommended an amendment on said item to substitute the Agenda Packet version with the Word version of the item.

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

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

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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.

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**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.

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**ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF REVENUE REQUESTING THAT CERTAIN AREAS OF DOWNTOWN BE DESIGNATED AS AN ENTERTAINMENT DISTRICT.**

**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.

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**President Banks** recognized **Robert Lee, Interim Public Works Director**, who provided a brief overview of said item.

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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.

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

**IT IS FURTHER ORDERED** that payment to the following vendor in the amount set forth be made, consistent with the attached invoice for the parts and repairs and provided as follows:

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



**EMPIRE TRUCK SALES, LLC**  
Post Office Box 54325 / Jackson, MS 39288-4325  
601-939-5000 / 800-872-3673 / Fax: 601-932-1570 / E-Mail: info@empiretruck.com

C/O

Jackson MS 601-939-5000 Brookhaven MS 601-835-4880  
Meridian MS 601-482-5773 Mobile AL 251-330-0588  
Columbus MS 662-328-0820 Slidell LA 585-441-6500  
Hattiesburg MS 601-584-1190 Monroe LA 338-345-5000  
Biloxi MS 228-365-0000 Pensacola FL 850-318-9500  
Meadow Creek (MV 94205) FL 850-951-2100  
Meadow Creek (MV 94817)

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**Bill-To** 53484  
**CITY OF JACKSON**  
P O BOX 17  
JACKSON, MS 39205

6019601496  
Vehicle Unit ID 207913  
Claim Number

**Owner** CITY OF JACKSON

**V.I.N**  
**1FVHCYCY1FHGH6707**

**Customer Fleet ID** TK-778  
**Year** 15  
**Make** FTL  
**Model** M2106

**Invoice**  
**RE001141903:01**  
**P.O. Number**  
99230398  
**Invoice Date**  
9/21/2023

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Date In	Date In Service	Mileage	Bill Type	Terms	Writer	Reviewer
06/28/2023	10/24/14	108,582	SR	NET10	012263	013054

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**Sold Operations**

**Job#1 #00-ELD** SINGLE LINE ITEM REPAIR

**Condition** UNIT WILL SPIN OVER BUT WONT CRANK. CAME FROM CLARKE, BELIEVES IT IS ON THE FTL SIDE  
CHECK AND ADVISE, SEE HISTORY.

**Cause**

**Correction** Found truck in parking lot and began troubleshooting crank no start, printed troubleshooting steps and left in RO sleeve. Verified truck would crank, but no start. Connected truck to Insite to view fault codes. Found 1 active fault, spn 157 fmi 18 for Engine Injector Metering Rail Pressure 1. Found that while cranking, data shows engine in cranking state and in synchronization. Viewed data for fuel rail commanded pressure to be approximately 9600psi with an actual reading of 100psi. If there is no issue with fuel rail pressure sensor or circuit, troubleshooting will need to be done for why fuel system is not pressurizing enough to allow engine to start. Found wiring harness under fusebox on drivers side underhood to be chaffed as well, and one wire to be rubbed through the insulation, unknown what circuit this is at the time or if this is causing an issue. Truck may have to have brakes caged and pulled in due to this being a boom truck.  
Checked starting operation. Found the engine will spin over but will not start. Monitored fuel rail pressure and found rail pressure is not building. Checked fuel lift pump operation and found it is working properly. Checked fuel level in tanks and found there is plenty fuel. Cycled ignition several times to allow lift pump to prime engine. Found the engine is now starting properly. Checked for fuel leaks and found fuel on top of the air compressor. Found fuel leaking from the seal between the low pressure fuel pump housing and the high pressure fuel pump. Also found fuel leaking from the fuel line from the filter to the pump. Will need to replace the fuel lines to the engine mounted fuel filter and reseal low pressure pump to high pressure pump assembly.  
Pulled the truck into the shop. Removed the CAC piping. Disconnected lines to the low pressure pump and actuator housing. Removed the actuator housing. Removed the low pressure pump. Cleaned sealing surfaces. Installed new gasket and reinstalled pump. Torqued pump bolts to spec. Disconnected and removed both fuel lines coming from the fuel filter. Installed both new lines. Reinstalled the actuator housing with a new gasket. Torqued bolts to spec. Connected lines to the pump and actuator housing. Reinstalled the CAC piping. Primed the fuel system and cranked the truck. Checked for leaks. No leaks found at this time.  
Took the truck to the wash rack and steam cleaned fuel pump area. Took the truck for a road test. Found a slow drip still coming from the fuel pump. The truck will start with no issue even after sitting overnight. Inspected all mounting bolts and fuel lines. No issues found. At this time I suggest replacing the fuel pump. Removed CAC piping. Removed radiator support bracket. Disconnected lines at the fuel pump. Removed front cover and barred engine over to #1 TDC. Removed fuel pump. Timed the new fuel pump to match the old pump. Installed both new orings to the pump and front cover. Installed the new fuel pump. Installed 2 new inlet and outlet fittings. Connected lines to the fuel pump. Reinstalled front cap on the front cover. Reinstalled radiator support bracket and cac piping. Primed fuel system. The truck would crank but not stay running after removing the primer. Connected a laptop and found that the rail pressure was dropping when the primer was removed. New pump had to be replaced again on job #3. Repairs are complete.

Qty	Item	Description	Price	Extended
<b>LABOR TO PERFORM REPAIRS</b>				
1	001F/PH	VS249F10 8 COUPLING	6.09	6.09

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



**EMPIRE  
TRUCK SALES, LLC**

Post Office Box 54325 / Jackson, MS 39288-4325  
601-939-5000 / 800-872-3673 / Fax: 601-932-1570 / E-Mail: info@empiretruck.com

Jackson	MS	601-939-5000	Brookhaven	MS	601-835-4800
Meridian	MS	601-482-5575	Mobile	AL	251-338-0888
Columbus	MS	662-328-0820	Slidell	LA	985-641-4000
Hattiesburg	MS	601-584-1100	Metros	LA	318-345-5000
Biloxi	MS	228-365-0000	Pensacola (REV 94205)	FL	850-316-9000
			Mossyfield (REV 94817)	FL	850-951-2100

<b>Bill-To</b> 53484	<b>Owner</b> CITY OF JACKSON	<b>Invoice</b>
<b>CITY OF JACKSON</b>		<b>RE001141903:01</b>
P O BOX 17	<b>V.I.N</b>	<b>P.O. Number</b>
JACKSON, MS 39205	<b>1FVHCYCY1FHGH6707</b>	99230398
		<b>Invoice Date</b>
6019601496	<b>Customer Fleet ID</b> TK-778	9/21/2023
Vehicle Unit ID 207913	<b>Year</b> 15	
Claim Number	<b>Make</b> FTL	
	<b>Model</b> M2106	

Date In	Date In Service	Mileage	Bill Type	Terms	Writer	Reviewer
06/28/2023	10/24/14	108,582	SR	NET10	012263	013054
<b>Sold Operations (Cont.)</b>						
-1	001C/4307021RX-CORE	(4954315D) PUMP, FUEL		601.57		-601.57
3	001M/CRC 05088	BRAKE CLEANER		4.50		13.50
2	001C/3963990	WASHER, SEALING		4.17		8.34
1	001C/5259541	HOSE, FLEXIBLE		93.18		93.18
1	001C/2897330	GASKET, FUEL PUMP		16.48		16.48
1	001C/4307021RX	PUMP, FUEL		5,005.04		5,005.04
1	001C/3899283	SEAL, O RING		12.66		12.66
4	001C/3963991	WASHER, SEALING		7.15		28.60
2	001C/3969822	CONNECTION, ADAPTER		23.09		46.18
1	001C/5272819	SEAL, RECTANGULAR RING		2.50		2.50
6	001C/3963990	WASHER, SEALING		4.28		25.68
1	001C/4307021RX-CORE	(4954315D) PUMP, FUEL		601.57		601.57
1	EED	ELECTRONIC SOFTWARE/PC DIAGNOSTIC CHARGE		45.00		45.00
1	001X/5259541CUM	HOSE-FLEXIBALE		127.93		127.93
1	001X/4928538CUM	GASKET		29.31		29.31
1	FRT	SHIPPING AND HANDLING		60.00		60.00
<b>Total Labor</b>			<b>3,825.00</b>	<b>Total</b>		<b>9,345.49</b>
<b>Total Parts/Others</b>			<b>5,520.49</b>			

**Job#2 #41-010** DRIVELINE

**Condition** REINSTALL DRIVELINE

**Cause**

**Correction** Installed driveshaft that was removed for towing.

Qty	Item	Description	Price	Extended	
<b>LABOR TO PERFORM REPAIRS</b>				<b>87.50</b>	
<b>Total Labor</b>			<b>87.50</b>	<b>Total</b>	
<b>Total Parts/Others</b>			<b>0.00</b>		



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601-939-5000 / 800-872-3673 / Fax: 601-932-1570 / E-Mail: info@empiretruck.com

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Hattiesburg	MS	601-584-1100	Metros	LA	318-345-5000
Biloxi	MS	228-365-0000	Pensacola (REV 94205)	FL	850-316-9000
			Mossyfield (REV 94817)	FL	850-951-2100

<b>Bill-To</b> 53484	<b>Owner</b> CITY OF JACKSON	<b>Invoice</b>
<b>CITY OF JACKSON</b>		<b>RE001141903:01</b>
P O BOX 17	<b>V.I.N</b>	<b>P.O. Number</b>
JACKSON, MS 39205	<b>1FVHCYCY1FHGH6707</b>	99230398
		<b>Invoice Date</b>
6019601496	<b>Customer Fleet ID</b> TK-778	9/21/2023
Vehicle Unit ID 207913	<b>Year</b> 15	
Claim Number	<b>Make</b> FTL	
	<b>Model</b> M2106	

Date In	Date In Service	Mileage	Bill Type	Terms	Writer	Reviewer
06/28/2023	10/24/14	108,582	SR	NET10	012263	013054
<b>Sold Operations (Cont.)</b>						

**Job#3 #01-030** CUMMINS ENGINE MECHANICAL

**Condition** FUEL PUMP PREVIOUSLY INSTALLED WILL NOT MAKE PRESSURE FOLLOWED TROUBLE SHOOTING

**Cause**

**Correction** Performed symptom based t/s for crank no start. T/s stated to check the cranking state. No issue found with cranking state. T/s stated to check for air filter restriction. Visually inspected air filter. No restriction found. T/s stated to check low pressure side of fuel system. Checked fuel tank level. Fuel tank is adequately filled. Inspected fuel lines. No issue found. Performed fuel lift pump check. Lift pump is coming on when the key is cycled. Measured lift pump pressure. Pressure is within spec. Disconnected fuel lines from the pump one at a time and checked for fuel coming through lines with lift pump on. All lines had fuel. Primed the fuel system. Disconnected the line from the pump to the fuel rail and connected a hose to the line at the fuel rail end. Disconnected pump connector. Cranked the engine in 2 intervals for 15 seconds. No fuel came from the lines. T/s stated there is a problem with the new pump. Removed CAC piping. Removed radiator support bracket. Disconnected lines at the fuel pump. Removed front cover and barred engine over to #1 TDC. Removed fuel pump. Timed the new fuel pump to match the old pump. Installed both new orings to the pump and front cover. Installed the new fuel pump. Installed 2 new inlet and outlet fittings. Connected lines to the fuel pump. Reinstalled front cap on the front cover. Reinstalled radiator support bracket and cac piping. Connected laptop and primed fuel system. Started the truck and removed primer. Rail pressure is no longer dropping after replacing pump. Took the truck to the wash rack and steam cleaned. Performed road test and checked for leaks after road test was complete. No leaks found. Repairs complete.

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



**EMPIRE  
TRUCK SALES, LLC**

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601-939-5000 / 800-872-3673 / Fax: 601-932-1570 / E-Mail: info@empiretruck.com

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Meridian	MS	601-482-5575	Mobile	AL	251-330-0888
Columbus	MS	662-339-0820	SL&E	LA	985-441-0800
Hattiesburg	MS	601-584-1100	Monroe	LA	337-345-5000
Biloxi	MS	228-365-0000	Pensacola	FL	850-316-9800
			(NV 94205)		
			Mosby/Lead	FL	850-951-2100
			(NV 94117)		

**Bill-To** 53484 **Owner** CITY OF JACKSON  
**CITY OF JACKSON**  
**P O BOX 17**  
**JACKSON, MS 39205**

**V.I.N**  
**1FVHCYCY1FHGH6707**

**6019601496**  
**Vehicle Unit ID** 207913  
**Claim Number**

**Customer Fleet ID** TK-778  
**Year** 15  
**Make** FTL  
**Model** M2106

<b>Invoice</b>	
<b>RE001141903:01</b>	
<b>P.O. Number</b>	
99230398	
<b>Invoice Date</b>	
9/21/2023	

Date In	Date In Service	Mileage	Bill Type	Terms	Writer	Reviewer
06/28/2023	10/24/14	108,582	SR	NET10	012263	013054

**1. Payment Terms.** All balances due on delivery or on the 10th of the month following the purchase at the option of Empire. A finance charge of 1.50% per month or the maximum permitted by law whichever is less will be added to all balances past due. Customer is responsible for any present or future sales, taxes, use or other fee applicable to the sale or use of the goods or services purchased hereunder, and agree to defend, indemnify and hold Empire harmless of and from any claims or demands for same.

**2. Forum Selection Clause and Choice of Law.** To the extent any matter is not covered by arbitration as provided below, the exclusive venue for any proceeding relating to this invoice, any transaction with Empire (or any person or entity associated with Empire) or Customer's business relationship with Empire and Customer will be a state court in Rankin County, Mississippi located outside of Mississippi, then to the county where such facility is located, or in any federal court having jurisdiction over such county. All disputes arising out of or related to this transaction shall be governed by the laws of the State of Mississippi.

**3. Disclaimer of Warranties and Limitation of Remedies.** To the fullest extent permitted by law, Empire hereby expressly disclaims all warranties, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and Empire neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said goods or services. The liability of Empire for all claims, in contract, tort (including negligence and product liability) or otherwise arising out of or resulting from the purchase of the goods and/or services shall not exceed the price to Customer at the time of purchase. Empire's liability for any claims, in contract, tort (including negligence and product liability) or otherwise arising out of or resulting from the purchase of the goods and/or services shall not exceed the price to Customer at the time of purchase. Empire's liability for any claims, in contract, tort (including negligence and product liability) or otherwise arising out of or resulting from the purchase of the goods and/or services shall not exceed the price to Customer at the time of purchase. Empire's liability for any claims, in contract, tort (including negligence and product liability) or otherwise arising out of or resulting from the purchase of the goods and/or services shall not exceed the price to Customer at the time of purchase. Empire's liability for any claims, in contract, tort (including negligence and product liability) or otherwise arising out of or resulting from the purchase of the goods and/or services shall not exceed the price to Customer at the time of purchase.

**4. Class of Collection.** In the event Customer defaults in the payment of the amount due herein, Customer agrees to pay for all costs of collection, including without limitation, all court costs and attorney's fees.

**5. Arbitration Agreement and Waiver of Jury Trial.** Empire and Customer hereby agree to this arbitration agreement ("Arbitration Agreement").

**6. CLAIMS AND DISPUTES COVERED.** Except for those claims described below under the heading "MATTERS NOT COVERED BY ARBITRATION," Empire and Customer agree that either party may elect to resolve by BINDING ARBITRATION all claims and disputes between us ("Covered Claims"). This includes, but is not limited to: all claims and disputes arising out of, in connection with, or relating to Customer's business relationship with Empire; any and all invoices, transactions, shipments, all documents, procedures, or advertising; any actions or omissions relating to this or any other matter between Empire and Customer, whether any such claim must be arbitrated, the validity and enforceability of this Arbitration Agreement and this agreement; any alleged fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance or rule; any claim or dispute based on any alleged tort (tortious), including intentional tort, and any claim for punitive, exemplary or statutory relief.

**7. COVERED CLAIMS AGAINST THIRD PARTIES.** This Arbitration Agreement also covers any claim or dispute between Customer and any of Empire's employees, officers, agents or directors, any of its affiliates or subsidiaries, or any third party related to the transaction, and any of the employees, officers, agents or directors of such affiliates or third parties. In addition, if Empire becomes a party in any lawsuit that Customer has with any third party, whether through intervention by Empire or by its action made by Customer or any third party, all claims in that lawsuit between Customer and the third party will be subject to binding arbitration under this Arbitration Agreement, provided that the third party is required to agree to resolve such claims by arbitration.

**8. MATTERS NOT COVERED BY ARBITRATION.** Customer agrees that Empire does not have to initiate arbitration before asserting itself as a party to any lawsuit or judicial remedy of garnishment, replevin, or foreclosure, but instead may proceed in court for those judicial remedies (or "Excluded Claims"). Customer may elect to resolve by arbitration any claims against Empire or any of its employees, officers, agents or directors, any of its affiliates or subsidiaries, or any third party related to the transaction, and any of the employees, officers, agents or directors of such affiliates or third parties. In addition, if Empire becomes a party in any lawsuit that Customer has with any third party, whether through intervention by Empire or by its action made by Customer or any third party, all claims in that lawsuit between Customer and the third party will be subject to binding arbitration under this Arbitration Agreement, provided that the third party is required to agree to resolve such claims by arbitration.

**9. EXCLUDED CLAIMS.** Empire and Customer agree that Empire does not have to initiate arbitration before asserting itself as a party to any lawsuit or judicial remedy of garnishment, replevin, or foreclosure, but instead may proceed in court for those judicial remedies (or "Excluded Claims"). Customer may elect to resolve by arbitration any claims against Empire or any of its employees, officers, agents or directors, any of its affiliates or subsidiaries, or any third party related to the transaction, and any of the employees, officers, agents or directors of such affiliates or third parties. In addition, if Empire becomes a party in any lawsuit that Customer has with any third party, whether through intervention by Empire or by its action made by Customer or any third party, all claims in that lawsuit between Customer and the third party will be subject to binding arbitration under this Arbitration Agreement, provided that the third party is required to agree to resolve such claims by arbitration.

**10. BINDING ARBITRATION.** This Arbitration Agreement shall be governed by the rules of arbitration of the American Arbitration Association ("AAA") and shall be conducted by the AAA or any other arbitrator selected by mutual agreement of the parties. The arbitration shall be conducted in Rankin County, Mississippi (except for claims relating to facilities located outside Mississippi, then in the county where such facility is located). All fees and charges of the arbitrator shall be shared equally provided, however, that the Arbitrator may award reimbursement of such costs to the prevailing party. Each party shall also pay for its own costs, including fees for attorneys, experts and witnesses, unless otherwise provided by law or as set forth above, to the extent permitted by applicable law.

**11. THIS FULLY EXEMPT PERMITTED BY LAW, BOTH EMPIRE AND CUSTOMER ARE VOLUNTARILY WAIVING ANY RIGHT TO AN ARBITRATION BY A COURT OF LAW INCLUDING TRIAL BY JURY OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT.**

**If there are problems with this repair visit, we must be contacted immediately in order to expedite the follow up procedures**

**TERMS: STRICTLY CASH, APPROVED ACCOUNT**

I, Customer, hereby acknowledge receipt of the above described goods and/or receipt of the item(s) on which services were performed in the specified quantities and prices and agree to pay Empire Truck Sales, LLC (Empire) as set forth herein. By signing this form or by taking possession of the goods and/or the item(s) on which services were performed or by otherwise accepting the same, I agree to and accept the terms and conditions of sale set forth above, including but not limited to the forum selection clause, disclaimer of warranties, limitation of liabilities, and binding arbitration provisions. Customer authorizes the repair to be performed along with the use of necessary materials. Empire employees may operate equipment for purposes of testing, inspection or delivery, at Customer's risk. An express mechanics lien is acknowledged on the repaired equipment to secure the amount of repairs thereto. It is agreed that Empire assumes no responsibility for loss or damage by theft or fire to equipment placed with Empire for storage, sale, repair or while field testing.

\* This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal. In Florida: F.S. 403.1718 Mandates a \$1.00 fee for each new tire sold. F.S. 403.7185 Mandates a \$1.50 for each new or remanufactured battery sold. Workmanship is guaranteed for 90 days after the repair is completed. Parts are warranted per manufacturer.

Misc. Charges	105.00
Merchandise	5,415.49
Labor	3,912.50
Sublet:	0.00
Prepay:	0.00
Misc Supplies:*	547.75
Taxes:	0.00
<b>Total:</b>	<b>9,980.74</b>

RECEIVED BY:

**!!!!RECEIVE THIS INVOICE/STATEMENT/ESTIMATE BY EMAIL!!!!**

**EMAIL US AT CREDITSETS@EMPIRETRUCK.COM**

**\*\*THERE WILL BE A 3% CREDIT CARD FEE / NO CREDIT CARDS WILL BE TAKEN OVER THE PHONE\*\***

JeId: 10515293

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Page 4 of 4



**EMPIRE  
TRUCK SALES, LLC**

Post Office Box 54325 / Jackson, MS 39288-4325  
601-939-5000 / 800-872-3673 / Fax: 601-932-1570 / E-Mail: info@empiretruck.com

Jackson	MS	601-939-5000
Meridian	MS	601-482-5575
Columbus	MS	662-339-0820
Hattiesburg	MS	601-268-2104
Biloxi	MS	228-365-0000
Brookhaven	MS	601-835-4400
Mobile	AL	251-330-0888
SL&E	LA	985-441-0800
Pensacola	FL	850-316-9800

**WARRANTY COPY**

**Owner** 53484  
**CITY OF JACKSON**  
**P O BOX 17**  
**JACKSON MS 39205**

**V.I.N**  
**1FVHCYCY1FHGH6707**

**Year** 15  
**Make** FTL  
**Model** M2106

**Bill-To** &TRWA  
**WARRANTY CUMMINS**  
**ALL STORES**  
**9999**  
**6019601496**

<b>Order</b>	
<b>RE001141903</b>	
<b>Date</b>	

Date In	Mileage	Odom Out	Claim Number	Billing	Terms	Writer
June 28, 2023	108,582	108,582		SWC	INT	013054

**Sold Operations**

**Job#3 #01-030**

**CUMMINS ENGINE - MECHANICAL**

**Condition** FUEL PUMP PREVIOUSLY INSTALLED WILL NOT MAKE PRESSURE FOLLOWED TROUBLE SHOOTING

**Cause**

**Correction**

Performed symptom based t/s for crank no start. T/s stated to check the cranking state. No issue found with cranking state. T/s stated to check for air filter restriction. Visually inspected air filter. No restriction found. T/s stated to check low pressure side of fuel system. Checked fuel tank level. Fuel tank is adequately filled. Inspected fuel lines. No issue found. Performed fuel lift pump check. Lift pump is coming on when the key is cycled. Measured lift pump pressure. Pressure is within spec. Disconnected fuel lines from the pump one at a time and checked for fuel coming through lines with lift pump on. All lines had fuel. Primed the fuel system. Disconnected the line from the pump to the fuel rail and connected a hose to the line at the fuel rail end. Disconnected pump connector. Cranked the engine in 2 intervals for 15 seconds. No fuel came from the lines. T/s stated there is a problem with the new pump. Removed CAC piping. Removed radiator support bracket. Disconnected lines at the fuel pump. Removed front cover and barred engine over to #1 TDC. Removed fuel pump. Timed the new fuel pump to match the old pump. Installed both new orings to the pump and front cover. Installed the new fuel pump. Installed 2 new inlet and outlet fittings. Connected lines to the fuel pump. Reinstalled front cap on the front cover. Reinstalled radiator support bracket and cac piping. Connected laptop and primed fuel system. Started the truck and removed primer. Rail pressure is no longer dropping after replacing pump. Took the truck to the wash rack and steam cleaned. Performed road test and checked for leaks after road test was complete. No leaks found. Repairs complete.

Item	Description
1	001C/2897330 #01-030
1	001C/4307021RX CUMMINS MECHANICAL PUMP,FUEL
1	001C/4307021RX-CORE (4954315D) PUMP,FUEL
4	001C/3963990 WASHER, SEALING
1	001C/3899283 SEAL,O RING
1	001C/5272819 SEAL,RECTANGULAR RING
-1	001C/4307021RX-CORE (4954315D) PUMP,FUEL

JeId: 10696208

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Page 1 of 2



**EMPIRE  
TRUCK SALES, LLC**

Post Office Box 54325 / Jackson, MS 39288-4325  
601-939-5000 / 800-872-3673 / Fax: 601-932-1570 / E-Mail: info@empiretruck.com

Jackson MS 601-939-5000  
Meridian MS 601-482-5775  
Columbus MS 662-328-0820  
Hattiesburg MS 601-266-2104  
Biloxi MS 228-365-0800  
Brockhaven MS 601-835-3400  
Mobile AL 251-330-0000  
Slidell LA 985-641-0000  
Pensacola FL 850-478-0031

**WARRANTY COPY**

<b>Owner</b>	53484	<b>V.I.N</b>			
CITY OF JACKSON		<b>1FVHCYCY1FHGH6707</b>		<b>Order</b>	
P O BOX 17				<b>RE001141903</b>	
JACKSON	MS 39205	<b>Year</b>	15	<b>Date</b>	
		<b>Make</b>	FTL		
		<b>Model</b>	M2106		
<b>Bill-To</b>	<b>&amp;TRWA</b>				
WARRANTY CUMMINS			6019601496		
ALL STORES					
	9999				

Date In	Mileage	Odom Out	Claim Number	Billing	Terms	Writer
June 28, 2023	108,582	108,582		SWC	INT	013054

I hereby acknowledge receipt of the above described merchandise and labor for the specified quantities and prices and agree to pay Empire Truck Sales, LLC for all such services. I further understand that all prices are subject to change without notice.  
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any warranty of merchantability of fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said merchandise.  
Open account balances are due on the 10th of the month following the purchase. A finance charge of 1 1/4 % per month or the maximum permitted by law whichever is less will be added to all balances past due.

Customer Signature: \_\_\_\_\_ Print: \_\_\_\_\_  
Jeld: 10696208 C:\Procode Software\17\User\emforma\Service\SF\SVLS4013-WARRCUST.rpt Page 2 of 2

**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.

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

**IT IS, THEREFORE, ORDERED** that the procurement of necessary repairs and services provided by United Plumbing & Heating Co, Inc., Universal Services, LLC, and Johnson Controls, Inc. is hereby ratified.

**IT IS FURTHER ORDERED** that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

United Plumbing	\$897.00
Universal Services	\$2,540.00
Johnson Controls	\$1,541.00
 Total	 \$4,978.00

United Plumbing & Heating Co., Inc  
1929 Midway Street  
Jackson, MS 39204 US  
+1 6013734717  
unitedplumbmct@aol.com

**INVOICE**

**BILL TO**  
City of Jackson  
P.O. Box 17 Finance  
Division/Accts. Payable  
Jackson, MS, 39205

**SHIP TO**  
City of Jackson  
Care Maintance  
658 South Jefferson Street  
Jackson, MS, 39201

**INVOICE #** I013618-1  
**DATE** 09/19/2023  
**DUE DATE** 10/19/2023  
**TERMS** Net 30

**P.O. NUMBER**  
77230812

**SALES REP**  
Rod

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/20/2023	<b>Custom</b>	SERVICE CALLS STRAIGHT TIME	3	108.00	324.00T

Care Maintance  
658 South Jefferson Street  
Jackson, MS, 39201

Checked out leak and gave estimate and got utilities marked. Estimate was approved then few days was canceled from the City of Jackson.

<b>SUBTOTAL</b>	324.00
<b>TAX</b>	0.00
<b>TOTAL</b>	324.00
<b>BALANCE DUE</b>	<b>\$324.00</b>

**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.



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

United Plumbing & Heating Co., Inc  
1929 Midway Street  
Jackson, MS 39204 US  
+1 6013734717  
unitedplumbmct@aol.com

**INVOICE**

**BILL TO**  
City of Jackson  
P.O. Box 17 Finance  
Division/Accts. Payable  
Jackson, MS, 39205

**SHIP TO**  
City of Jackson  
Fire Station #19  
5810 Ridgewood Road  
Jackson, MS, 39211

**INVOICE #** I013655-1  
**DATE** 09/18/2023  
**DUE DATE** 10/18/2023  
**TERMS** Net 30

**P.O. NUMBER**  
77230820

**SALES REP**  
Chuck & Tyler

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/18/2023	<b>Service Call</b>	Repair	2	108.00	216.00T
09/18/2023	<b>Custom</b>	3/4 hose bib	1	18.00	18.00T

FS19 Hose bib cracked and blew off. Turned off water to building and removed bad hose bib and replaced with new hose bib. Water on and no leaks.	<b>SUBTOTAL</b>	234.00
	<b>TAX</b>	0.00
	<b>TOTAL</b>	234.00
	<b>BALANCE DUE</b>	<b>\$234.00</b>

**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  
1929 Midway Street  
Jackson, MS 39204 US  
+1 6013734717  
unitedplumbmct@aol.com

**INVOICE**

**BILL TO**  
City of Jackson  
P.O. Box 17 Finance  
Division/Accts. Payable  
Jackson, MS, 39205

**SHIP TO**  
City of Jackson  
Police Headquarters  
327 East Pascagoula Street  
Jackson, MS, 39201

**INVOICE #** I013590-1  
**DATE** 09/11/2023  
**DUE DATE** 10/11/2023  
**TERMS** Net 30

**P.O. NUMBER**  
77230810

**SALES REP**  
Chuck & Tyler

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/11/2023	<b>Drain Clean</b>	Maint.	3	108.00	324.00T
09/11/2023	<b>K 50</b>	K 50 - Service - K 50	1	15.00	15.00T

Police Headquarters 327 East Pascagoula Street Jackson, MS, 39201 Was not able to get line clear. To return Monday to complete. Ran k 50 and got line open and draining. No Warranty. Job complete.	<b>SUBTOTAL</b>	339.00
	<b>TAX</b>	0.00
	<b>TOTAL</b>	339.00
	<b>BALANCE DUE</b>	<b>\$339.00</b>

**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.

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

*001.433.02.6461*

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



**Invoice 27379**

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

Invoice #: 27379      Date: 09/15/23 Payment Terms: Net 30 Customer Code: CITY OF JA	Customer P.O. #: 77230817 Salesperson:
--	---

Remarks: Union Station WO# TR4041

Quantity	Description	U/M	Unit Price	Extension
1.000			2,540.000	2,540.00
			<b>Total:</b>	<b>2,540.00</b>
			<b>Current Due:</b>	<b>2,540.00</b>

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

Page: 1

*001.442.24.6461*



**JOHNSON CONTROLS**  
Building Efficiency  
Federal ID 39-0380010

**ORIGINAL INVOICE**

<b>Invoice #:</b> 1-130928577633 <b>PO #/Auth:</b> PO# 77230789 <b>Customer WO#:</b> <b>Customer Acct:</b> 1032969	<b>Invoice Date:</b> 09/11/2023 <b>Service Request:</b> 1-129841197478 <b>SR Type:</b> L&M <b>Branch Name:</b> JOHNSON CONTROLS GULF COAST CB - 0N52
---	---

**Bill To:**  
 CITY OF JACKSON  
 DEPARTMENT OF MAINT  
 658 S JEFFERSON ST  
 JACKSON MS 39205

**Service Site:**  
 JACKSON POLICE TRAINING ACADEMY  
 3000 SAINT CHARLES ST,  
 JACKSON MS 39209-5133

**Contractor/License Information :**

**Requested By:** Bobby Washington  
**Phone:** 6019547714

**Service Requested:** Bobby called this morning Chiller has 1 compressor not running, ask Bobby about leak and check flow switch.

**Service Provided:** Arrived at site to check chiller and found power out at location, checked flow switch and found wired incorrect, repaired wiring to flow switch and reinstalled. Customer will call back when power is restored  
 Returned to site after power was restored and checked air compressor and found wire broken inside insulation causing unit to not run. Replaced wiring and restarted unit and checked. Operating properly at this time  
 Returned to site when power was restored and checked both air compressors and found one tripped and one to have burnt wiring. Reset first one and traced down burnt wiring on second one. Replaced old wiring with new wiring and reterminated all connections and restarted and checked. Compressor working properly at this time.  
 Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
<b>Labor</b>						
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
<b>Sub-Total</b>				<b>\$1,248.00</b>	<b>\$0.00</b>	<b>\$1,248.00</b>
<b>Fees</b>						
1	Consumable Materials	Each	\$40.00	\$40.00	\$0.00	\$40.00
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45.00	\$0.00	\$45.00
2	Fuel Surcharge Adjustment	Each	\$35.00	\$70.00	\$0.00	\$70.00
<b>Sub-Total</b>				<b>\$155.00</b>	<b>\$0.00</b>	<b>\$155.00</b>
<b>Mileage</b>						
75	Mileage	Each	\$1.84	\$138.00	\$0.00	\$138.00
<b>Sub-Total</b>				<b>\$138.00</b>	<b>\$0.00</b>	<b>\$138.00</b>
				<b>Invoice Sub-Total</b>		<b>\$1,541.00</b>
				<b>Sales Tax</b>		<b>\$0.00</b>
				<b>Total Due</b>	<b>USD</b>	<b>\$1,541.00</b>

Direct Billing Inquiries: (866) 867-3608



JOHNSON CONTROLS  
Building Efficiency  
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-130928577633 Invoice Date: 09/11/2023  
PO #/Auth: PO# 77230789 Service Request: 1-129841197478  
Customer WO#: SR Type: L&M  
Customer Acct: 1032969 Branch Name: JOHNSON CONTROLS GULF COAST CB - 0N52

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30  
Direct Billing Inquiries  
To Service Department: (866) 867-3608

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

AMOUNT DUE: USD \$1,541.00

Remit Payment To:  
JOHNSON CONTROLS  
PO BOX 730068  
DALLAS, TX, 75373-0068

To Remit Via ACH Wire Transfers:  
JP Morgan Chase  
One Chase Manhattan Plaza  
New York, NY 10005  
Credit to: Johnson Controls Inc.  
ABA# 071-00013 Depositor Acct #55-14347  
Type of Account: Checking  
CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com

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	\$2,973.00
	Total	\$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 Mississippi prior to June 10, 2023. The City of Jackson previously contracted with Cooke Douglass Farr Lemons ("CDFL") to produce a scope of work for Thalia Mara Hall. The City recently retained Canizaro Cawthon Davis, A Professional Association to produce a scope of work for the Arts Center of Mississippi, which scope is to include an update to the existing public restrooms to bring them into compliance with the ADA due to performance issues with Construction Specialists, LLC, which recently caused the City to terminate that construction agreement.

Today, the City authorized a contract with Benchmark Construction Corporation, whose principal office address is 1867 Crane Ridge Drive #200A, Jackson, MS 39216, to provide general contractor services to assist the City of Jackson with completing the proposed scope of work for Thalia Mara Hall by June 1, 2023.


Without the completion of the repairs, the City will be greatly hampered in its effort to host the USA IBC. Hosting the event without these repairs will reflect badly on the City of Jackson, could damage the City's efforts to host USA IBC in the future, and could result in a significant economic loss to the City.

As a result, I am requesting the procurement of the construction services and materials necessary to make the repairs and renovations to Thalia Mara Hall and the Arts Center of Mississippi identified by the two architectural firms and Benchmark Construction Corporation.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contracts for the construction services and materials necessary to make the repairs and renovations to Thalia Mara Hall and the Arts Center of Mississippi identified by the two architectural firms and Benchmark Construction Corporation, pursuant to Section 31-7-13 (j) of the Mississippi Code Annotated of 1972, as amended.

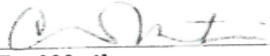
Page 2  
January 30, 2023

As background information to assist in your determination that an emergency exists, I have attached a memorandum. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.


  
Robert Lee, P.E.  
City Engineer and Interim Director

3/9/23  
DATE

II. REVIEWED AND APPROVED

  
Torri Martin  
City Attorney

3/9/23  
DATE

  
Louis Wright  
Chief Administrative Officer

3/9/23  
DATE

  
Idelis Malembeka  
Chief Financial Officer

3/9/23  
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that present physical condition of the City of Jackson Arts Center constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that contracts for the construction services and materials necessary to make the repairs and renovations identified by the two architectural firms and Benchmark Construction Corporation are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

Accordingly, this request is approved, effective February 28, 2023.

  
CHOKWE A. LUMUMBA  
Mayor

3/9/23  
DATE



July 18, 2023

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

Re: Arts Center – Demo Track Lighting ACM P37

Dear Ms. Martin:

Please find attached a proposal from Acoustics, Inc. in the amount of \$2,973.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

  
David Marsh,  
President

Accepted by:   
City of Jackson, Mississippi

**ACOUSTICS INC**  
209 PARK COURT  
RIDGELAND, MS 39157

**RECEIVED**  
JUL 18 2023  
Benchmark Construction,  
Corporation

**PROPOSAL**

DATE: July 18, 2023  
TO: **BENCHMARK CONSTRUCTION**  
ATTN: **DAVID MARSH**  
RE: **ARTS CENTER OF MISSISSIPPI RENOVATINS**

Provide labor and materials to install:

--LABOR & EQUIPMENT TO DEMOLISH EXISTING TRACK LIGHTING @ 2<sup>ND</sup> FLOOR, PLACE IN TRASH CONTAINER, & HAUL OFF

PRICE.....\$2,973 INCLUDES SALES TAX

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

If any amount is not paid within 30 days of the invoice on which the charge first appears, the customer shall pay interest on the delinquent amount at the maximum rate permitted by law and all expenses of collections; including attorney fees.

Conditions: Standard AIA contract to be used. All materials guaranteed to be as specified above. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from work specified above and involving additional costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon, accidents, or delays beyond our control. Owner to carry standard Builders Risk Insurance. Our workers are fully covered by Workman's Compensation Insurance.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work. Payment will be made as outlined above.

Date of Acceptance:

Respectfully Submitted

By:

John Lyte

Note: This proposal is valid for 30 days.

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:

Vendor	Invoice No.	Invoice Date	Amount
--------	-------------	--------------	--------

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

AutoZone	0037957906	10/17/2022	\$7.59
AutoZone	0037958300	10/18/2022	\$537.07
AutoZone	0037958308	10/18/2022	\$338.55
AutoZone	0037958314	10/18/2022	-\$432.15
AutoZone	0037958548	10/18/2022	\$39.98
AutoZone	0037959000	10/19/2022	\$99.50
AutoZone	0037959001	10/19/2022	\$145.34
AutoZone	0037969341	11/4/2022	\$1,390.80
AutoZone	0037919868	8/23/2022	\$34.13
AutoZone	0037885685	6/30/2022	\$495.64
AutoZone	0037889594	7/6/2022	\$971.12
AutoZone	0037906461	8/2/2022	\$563.68
AutoZone	0037917748	8/19/2022	\$30.58
AutoZone	0037919831	8/23/2022	\$155.79
AutoZone	0037953983	10/11/2022	\$4,415.84
AutoZone	0037954582	10/22/2022	\$438.76
AutoZone	0037954599	10/12/2022	\$438.76
AutoZone	0037954618	10/12/2022	\$496.28
AutoZone	0037955867	10/14/2022	\$500.56
AutoZone	0037959691	10/20/2022	\$22.16
AutoZone	0037959766	10/20/2022	-\$22.16
AutoZone	0037963273	10/26/2022	\$152.45
AutoZone	0037963412	10/26/2022	-\$21.49
AutoZone	0037963767	10/27/2022	\$498.60
AutoZone	0037966641	11/1/2022	\$131.89
AutoZone	0037869126	7/5/2022	\$1,535.00
AutoZone	0037916266	8/17/2022	\$594.86
AutoZone	0037920932	8/25/2022	\$304.58
AutoZone	0037958680	10/18/2022	\$272.18
AutoZone	0037958682	10/18/2022	\$497.80
AutoZone	0037958688	10/18/2022	\$248.90
AutoZone	0037968827	11/4/2022	\$558.08
AutoZone	0037972516	11/10/2022	\$145.34
AutoZone	0037949186	10/4/2022	\$176.67
AutoZone	0037888774	7/5/2022	\$22.99
AutoZone	0037964659	10/28/2022	\$119.99
AutoZone	0037966783	11/1/2022	\$184.91
AutoZone	0037950318	10/6/2022	\$34.99
AutoZone	0037967990	11/3/2022	\$265.10
AutoZone	0037948947	10/4/2022	\$169.98
AutoZone	0037949062	10/4/2022	\$936.88
AutoZone	0037962156	10/24/2022	\$180.99
AutoZone	0037971342	11/8/2022	\$145.34
AutoZone	0037971512	11/8/2022	\$161.64
AutoZone	0037976399	11/16/2022	\$174.98
AutoZone	0037885067	6/29/2022	\$1,691.60
AutoZone	0037885744	6/30/2022	\$1,401.00
AutoZone	0037888798	7/5/2022	\$200.42
AutoZone	0037894533	7/14/2022	\$471.78
AutoZone	0037906288	8/2/2022	\$145.34
AutoZone	0037907106	8/3/2022	\$36.18
AutoZone	0037916224	8/17/2022	\$145.34
AutoZone	0037916278	8/17/2022	\$874.37
AutoZone	0037917429	8/19/2022	\$145.34
AutoZone	0037917727	8/19/2022	\$22.00
AutoZone	0037920313	8/24/2022	\$35.19
AutoZone	0037950304	10/6/2022	\$145.34

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

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



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

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



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

**Open Item Statement**

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

**BILL TO:**  
4432 1 AB 0.537 E0388X I0582 D11587295209 S2 P9825333 0001:0004



CITY OF JACKSON N AZ  
JACKSON  
PO BOX 17  
JACKSON MS 39205-0017

**RECEIVED**

AUG 14 2023

**CITY OF JACKSON  
FINANCE DIVISION**

If you have questions about your account, please contact Accounts Receivable at 1-866-208-3385.  
Please place an "X" in the "Remit Advice" column for the items you are paying and return a copy of your statement with your payment.  
Disputed items must be submitted in writing to: AutoZone, Inc., P.O. Box 10, Memphis, TN 38101-0010, within 30 days of statement date.

Date	Type	Remit Advice*	Invoice #	Invoice Amount	Amount Due	PO Number	Document	Due Date
CITY OF JACKSON N AZ 308344 PO BOX 17 JACKSON JACKSON MS 39205								
16/29/2022	Invoice	[ ]	0037885067	1,691.60	1,691.60	99210TR164		07/29/2022
16/30/2022	Invoice	[ ]	0037885413	145.34	145.34	99210PC1387		07/30/2022
16/30/2022	Invoice	[ ]	0037885655	495.64	495.64	99210PC1522		07/30/2022
16/30/2022	Invoice	[ ]	0037885744	1,401.00	1,401.00	99210F12		07/30/2022
17/05/2022	Invoice	[ ]	0037888774	22.99	22.99	99210PT738		08/04/2022
17/05/2022	Invoice	[ ]	0037888798	200.42	200.42	99210PT687		08/04/2022
17/05/2022	Invoice	[ ]	0037888895	87.98	87.98	99210PT582		08/04/2022
17/05/2022	Invoice	[ ]	0037889126	1,535.00	1,535.00	99210TK788		08/04/2022
17/06/2022	Invoice	[ ]	0037889594	971.12	971.12	99210PT723		08/05/2022
17/14/2022	Invoice	[ ]	0037894533	471.78	471.78	99210TK618		08/13/2022
18/02/2022	Invoice	[ ]	0037906288	145.34	145.34	99210PT724		09/01/2022
18/02/2022	Invoice	[ ]	0037906461	563.68	563.68	99210TR218		09/01/2022
18/02/2022	Invoice	[ ]	0037906462	12.69	12.69	99210PT807		09/01/2022
18/02/2022	Invoice	[ ]	0037906510	126.96	126.96	99210PC1889		09/01/2022
18/02/2022	Return	[ ]	0037906515	-7.49	-7.49	99210PC1765		09/01/2022
18/02/2022	Return	[ ]	0037906516	-7.49	-7.49	99210_PC1790		09/01/2022
18/02/2022	Return	[ ]	0037906517	-6.99	-6.99	9910025-PC1690		09/01/2022
18/02/2022	Return	[ ]	0037906531	-206.77	-206.77	99210PC1889		09/01/2022
18/02/2022	Invoice	[ ]	0037906546	44.00	44.00	99210SUV137		09/01/2022
18/02/2022	Invoice	[ ]	0037906562	179.72	179.72	99210SUV25		09/01/2022
18/02/2022	Invoice	[ ]	0037906586	8.99	8.99	99210PC1790		09/01/2022
8/03/2022	Invoice	[ ]	0037907106	36.18	36.18	99210PT631		09/02/2022
8/17/2022	Invoice	[ ]	0037916195	145.34	145.34	99210PC1876		09/16/2022
8/17/2022	Invoice	[ ]	0037916224	145.34	145.34	99210PT748		09/16/2022
8/17/2022	Invoice	[ ]	0037916254	48.76	48.76	99210SUV65		09/16/2022
8/17/2022	Invoice	[ ]	0037916266	594.86	594.86	99210TR185		09/16/2022
8/17/2022	Invoice	[ ]	0037916278	874.37	874.37	99210TK738		09/16/2022
8/19/2022	Invoice	[ ]	0037917429	145.34	145.34	99210PT737		09/18/2022
8/19/2022	Invoice	[ ]	0037917805	70.59	70.59	SUV63		09/18/2022
8/19/2022	Invoice	[ ]	0037917612	322.72	322.72	99210PC1731		09/18/2022
8/19/2022	Invoice	[ ]	0037917613	34.74	34.74	99210PC1731		09/18/2022
8/19/2022	Return	[ ]	0037917623	-153.99	-153.99			09/18/2022
8/19/2022	Return	[ ]	0037917625	-153.99	-153.99			09/18/2022
8/19/2022	Invoice	[ ]	0037917727	22.00	22.00	99210PT748		09/18/2022
8/19/2022	Invoice	[ ]	0037917731	22.00	22.00	99210PC1876		09/18/2022
8/19/2022	Invoice	[ ]	0037917748	30.58	30.58	99210PT703		09/18/2022
8/22/2022	Invoice	[ ]	0037919274	34.38	34.38	99210SUV155		09/21/2022
8/22/2022	Invoice	[ ]	0037919307	145.34	145.34	99210TK0895		09/21/2022
8/23/2022	Invoice	[ ]	0037919831	155.79	155.79	99210PT786		09/22/2022
8/23/2022	Invoice	[ ]	0037919868	34.13	34.13	99210PC1763		09/22/2022
8/23/2022	Invoice	[ ]	0037919926	32.48	32.48	99210PT840		09/22/2022
8/24/2022	Invoice	[ ]	0037920313	35.19	35.19	99210PT765		09/23/2022
8/25/2022	Invoice	[ ]	0037920932	304.58	304.58	99210PT756		09/24/2022

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



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

RECEIVED

Open Item Statement

Customer ID 000308344  
Statement Date: 07/31/2023

AUG 14 2023

CITY OF JACOBO  
FINANCE DIVISION

Date	Type	Remit Advice*	Invoice #	Invoice Amount	Amount Due	PO Number	Document	Due Date
09/28/2022	OverPay	[ ]	AO-0037932916	-43.76	-43.76		Z84201272863747	09/28/2022
09/02/2022	Invoice	[ ]	0037929810	107.89	107.89	99210PT158		10/02/2022
09/02/2022	Return	[ ]	0037929806	-107.89	-107.89	99210PT158		10/02/2022
09/07/2022	Invoice	[ ]	0037929819	155.79	155.79	99210TK838		10/07/2022
09/29/2022	Return	[ ]	0037945349	-67.00	-67.00	99210PC1813		10/29/2022
09/29/2022	Invoice	[ ]	0037945351	262.34	262.34	99210PC1562		10/29/2022
09/29/2022	Invoice	[ ]	0037945352	67.00	67.00	99210PC1813		10/29/2022
09/29/2022	Return	[ ]	0037945422	-67.00	-67.00	99210PC1813		10/29/2022
09/29/2022	Return	[ ]	0037945431	-134.00	-134.00	99210PC1813		10/29/2022
09/29/2022	Return	[ ]	0037945432	-67.00	-67.00	99210PC1813		10/29/2022
09/30/2022	Return	[ ]	0037945829	-34.99	-34.99	PC1874		10/30/2022
09/30/2022	Return	[ ]	0037945843	-38.19	-38.19	99210PC1874		10/30/2022
11/01/2022	PayOnAcct	[ ]	OA-0038807185	-3,658.62	-3,658.62		P0038807185	11/01/2022
10/04/2022	Invoice	[ ]	0037948926	121.49	121.49	9923PT822		11/03/2022
10/04/2022	Invoice	[ ]	0037948947	169.88	169.88	9923PT815		11/03/2022
10/04/2022	Invoice	[ ]	0037949058	247.94	247.94	9923PC1686		11/03/2022
10/04/2022	Invoice	[ ]	0037949082	936.88	936.88	9923PT815		11/03/2022
10/04/2022	Return	[ ]	0037949177	-247.94	-247.94	9923PC1686		11/03/2022
10/04/2022	Invoice	[ ]	0037949186	176.67	176.67	99210PT651		11/03/2022
10/04/2022	Return	[ ]	0037949319	-155.99	-155.99	99210SUV63		11/03/2022
10/05/2022	Invoice	[ ]	0037949659	257.85	257.85	9923SUV118		11/04/2022
10/06/2022	Invoice	[ ]	0037950304	145.34	145.34	9923-PT679		11/05/2022
10/06/2022	Invoice	[ ]	0037950318	34.99	34.99	9923-SUV0050		11/05/2022
10/06/2022	Invoice	[ ]	0037950378	380.47	380.47	SUV175		11/05/2022
10/06/2022	Invoice	[ ]	0037950531	316.00	316.00	99210PT844		11/05/2022
10/06/2022	Invoice	[ ]	0037950533	166.03	166.03	9923PT834		11/05/2022
10/06/2022	Return	[ ]	0037950812	-99.99	-99.99	SUV175		11/05/2022
10/06/2022	Invoice	[ ]	0037950854	4,413.86	4,413.86	99230001		11/05/2022
10/07/2022	Invoice	[ ]	0037950844	204.50	204.50	9923TK782		11/06/2022
0/07/2022	Return	[ ]	0037951247	-188.70	-188.70	9923SUV108		11/06/2022
0/10/2022	Return	[ ]	0037952945	-145.34	-145.34	9923PT634		11/09/2022
0/10/2022	Invoice	[ ]	0037953218	180.99	180.99	9923TK0696		11/09/2022
0/11/2022	Invoice	[ ]	0037953983	4,415.84	4,415.84	9923TK771		11/10/2022
0/12/2022	Invoice	[ ]	0037954569	162.87	162.87	9923MV19		11/11/2022
0/12/2022	Invoice	[ ]	0037954582	438.76	438.76	9923TR269		11/11/2022
0/12/2022	Invoice	[ ]	0037954599	438.76	438.76	9923TR274		11/11/2022
0/12/2022	Invoice	[ ]	0037954613	488.72	488.72	9923PT684		11/11/2022
0/12/2022	Invoice	[ ]	0037954618	496.28	496.28	9923PT607		11/11/2022
0/13/2022	Invoice	[ ]	0037955154	145.34	145.34	9923PC1910		11/12/2022
0/14/2022	Invoice	[ ]	0037955738	109.88	109.88	PC961		11/13/2022
0/14/2022	Invoice	[ ]	0037955887	500.56	500.56	9923TR303		11/13/2022
0/14/2022	Invoice	[ ]	0037955984	168.85	168.85	PT7119923		11/13/2022
0/14/2022	Return	[ ]	0037956040	-47.00	-47.00	PC961		11/13/2022
0/15/2022	Invoice	[ ]	0037956802	251.81	251.81	992300SHOP		11/14/2022
0/15/2022	Invoice	[ ]	0037956830	155.79	155.79	9923SUV0077		11/14/2022
0/15/2022	Return	[ ]	0037956837	-155.79	-155.79	9923SUV0077		11/14/2022
0/17/2022	Invoice	[ ]	0037957617	134.25	134.25	9923PC1910		11/16/2022
0/17/2022	Return	[ ]	0037957625	-134.25	-134.25	9923PC1910		11/16/2022
0/17/2022	Invoice	[ ]	0037957906	7.59	7.59	9923TK760		11/16/2022
0/18/2022	Invoice	[ ]	0037958300	537.07	537.07	9923TK760		11/17/2022
0/18/2022	Invoice	[ ]	0037958308	338.55	338.55	9923TK760		11/17/2022
0/18/2022	Return	[ ]	0037958314	-432.15	-432.15	9923TK760		11/17/2022
0/18/2022	Invoice	[ ]	0037958547	24.16	24.16	9923T212		11/17/2022
0/18/2022	Invoice	[ ]	0037958548	39.98	39.98	9923TK762		11/17/2022
0/18/2022	Invoice	[ ]	0037958680	272.18	272.18	9923TR327		11/17/2022
0/18/2022	Invoice	[ ]	0037958682	497.80	497.80	9923TR292		11/17/2022

432 1 AR D.537 ED388X 10683 D11567295209 S2 P8825333 0002:0004

Page 2 of 4



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

RECEIVED

Open Item Statement

Customer ID 000308344  
Statement Date: 07/31/2023

AUG 14 2023

CITY OF JACOBO  
FINANCE DIVISION

Date	Type	Remit Advice*	Invoice #	Invoice Amount	Amount Due	PO Number	Document	Due Date
10/18/2022	Invoice	[ ]	0037958688	248.90	248.90	9923TR291		11/17/2022
10/19/2022	Invoice	[ ]	0037959000	99.50	99.50	9923TK762		11/18/2022
10/19/2022	Invoice	[ ]	0037959001	145.34	145.34	9923TK762		11/18/2022
10/19/2022	Return	[ ]	0037959301	-95.16	-95.16	9923SUV1173		11/18/2022
10/20/2022	Invoice	[ ]	0037959891	22.16	22.16	9923PT786		11/19/2022
10/20/2022	Return	[ ]	0037959766	-22.16	-22.16	9923PT786		11/19/2022
10/20/2022	Return	[ ]	0037959905	-215.98	-215.98	9923PC1889		11/19/2022
10/21/2022	Return	[ ]	0037960420	-16.49	-16.49	9923SUV67		11/20/2022
10/24/2022	Invoice	[ ]	0037962158	180.99	180.99	9923F10		11/23/2022
10/26/2022	Invoice	[ ]	0037963208	275.27	275.27	9923PT632		11/25/2022
10/26/2022	Invoice	[ ]	0037963273	152.45	152.45	9923PT785		11/25/2022
10/26/2022	Return	[ ]	0037963412	-21.49	-21.49	9923PT785		11/25/2022
10/26/2022	Invoice	[ ]	0037963471	200.90	200.90	9923PT632		11/25/2022
10/26/2022	Invoice	[ ]	0037963506	574.94	574.94	9923SUV137		11/25/2022
10/27/2022	Invoice	[ ]	0037963765	1,049.64	1,049.64	9923SUV89		11/26/2022
10/27/2022	Invoice	[ ]	0037963767	498.90	498.90	9923PT785		11/26/2022
10/27/2022	Invoice	[ ]	0037963769	528.00	528.00	9923PT642		11/26/2022
10/27/2022	Invoice	[ ]	0037963793	57.88	57.88	9923PT811		11/26/2022
10/27/2022	Invoice	[ ]	0037963850	145.34	145.34	9923PC1639		11/26/2022
10/28/2022	Invoice	[ ]	0037964396	145.34	145.34	9923PT624		11/27/2022
10/28/2022	Invoice	[ ]	0037964512	1,373.08	1,373.08	9923TK737		11/27/2022
10/28/2022	Invoice	[ ]	0037964578	549.87	80.18	9923PC1789		11/27/2022
10/28/2022	Invoice	[ ]	0037964669	119.99	119.99	9923SUV74		11/27/2022
1/01/2022	Return	[ ]	0037966569	-129.99	-129.99	SHOPSUPPLY		12/01/2022
1/01/2022	Invoice	[ ]	0037966640	161.46	161.46	9923PC1879		12/01/2022
1/01/2022	Invoice	[ ]	0037966641	131.89	131.89	9923TR264		12/01/2022
1/01/2022	Invoice	[ ]	0037966651	522.40	522.40	9923PT774		12/01/2022
1/01/2022	Invoice	[ ]	0037966783	184.91	184.91	9923PT720		12/01/2022
1/01/2022	Return	[ ]	0037966784	-161.46	-161.46	9923PC1879		12/01/2022
1/01/2022	Invoice	[ ]	0037966785	156.46	156.46	9923PC1879		12/01/2022
1/01/2022	Return	[ ]	0037966786	-156.46	-156.46	9923PC1879		12/01/2022
1/03/2022	Invoice	[ ]	0037967967	30.90	30.90	9923PT642		12/03/2022
1/03/2022	Invoice	[ ]	0037967988	185.12	185.12	9923PT782		12/03/2022
1/03/2022	Invoice	[ ]	0037967990	265.10	265.10	9923TK779		12/03/2022
1/04/2022	Invoice	[ ]	0037968827	559.08	559.08	9923PT673		12/04/2022
1/04/2022	Invoice	[ ]	0037969341	1,390.80	1,390.80	9923TK758		12/04/2022
1/07/2022	Invoice	[ ]	0037970845	35.08	35.08	9923SUV105		12/07/2022
1/07/2022	Invoice	[ ]	0037970846	114.92	114.92	9923PT735		12/07/2022
1/07/2022	Invoice	[ ]	0037970910	122.16	122.16	9923PC1789		12/07/2022
1/08/2022	Invoice	[ ]	0037971342	145.34	145.34	9923TK714		12/08/2022
1/08/2022	Invoice	[ ]	0037971512	161.64	161.64	9923TK715		12/08/2022
1/09/2022	Invoice	[ ]	0037971846	105.17	34.99	9923PT822		12/09/2022
1/10/2022	Invoice	[ ]	0037972516	145.34	145.34	9923PT760		12/10/2022
1/10/2022	Invoice	[ ]	0037972548	129.25	129.25	9923PC1720		12/10/2022
1/10/2022	Invoice	[ ]	0037972789	572.64	572.64	9923T253		12/10/2022
1/16/2022	Invoice	[ ]	0037976399	174.98	174.98	9923PT796		12/16/2022
1/16/2022	Invoice	[ ]	0037976404	1,022.56	1,022.56	9923PC1567		12/16/2022
1/16/2022	Invoice	[ ]	0037976412	1,767.48	1,767.48	9923TK737		12/16/2022
1/16/2022	Invoice	[ ]	0037976414	158.88	158.88	EW9		12/16/2022
1/16/2022	Invoice	[ ]	0037976416	158.88	158.88	EW9		12/16/2022
1/17/2022	Invoice	[ ]	0037976808	19.09	19.09	9923TK702		12/17/2022
1/17/2022	Invoice	[ ]	0037976901	15.29	15.29	9923PT624		12/17/2022
1/17/2022	Invoice	[ ]	0037976958	120.84	120.84	9923PC1567		12/17/2022
1/17/2022	Return	[ ]	0037977070	-15.29	-15.29	9923PT624		12/17/2022
1/21/2022	Invoice	[ ]	0037979428	155.79	155.79	9923PT644		12/21/2022

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

106



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

RECEIVED

Open Item Statement

Customer ID: 000308344  
Statement Date: 07/31/2023

AUG 14 2023

CITY OF JACKSON  
FINANCE DIVISION

Date	Type	Remit Advice*	Invoice #	Invoice Amount	Amount Due	PO Number	Document	Due Date
11/21/2022	Invoice	[ ]	0037979527	145.34	145.34	9923PC1896		12/21/2022
11/23/2022	Invoice	[ ]	0037980604	1,351.25	1,351.25	9923TK157		12/23/2022
11/30/2022	Invoice	[ ]	0037983913	60.35	60.35	9923PT711		12/30/2022
				<b>Subtotal</b>				<b>\$38,232.67</b>

**Statements Available Online!**

Did you know you can access your AutoZone Commercial Statements online at <http://www.AutoZonePro.com>? Just login and click Account in the top bar then My Account. Choose Invoice Statements to see your latest balance, invoices, payment history, and statements. If you don't have a login to AutoZonePro.com yet, click "Request Online Access" at the top of the home page to create your login credentials instantly.

Current and Future Items		** PAST DUE ITEMS **						
Future	Current	1 - 30	31 - 60	61 - 90	91 - 120	121 - 180	Over 180	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,232.67	

Reminder: Please include your Customer Id and statement number on your check.  
\*\* To avoid suspension of your account, please pay any past due items upon receipt.

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Page 4 of 4



*PW water maint*

AutoZone Store 37  
401 W WDRW WIL  
JACKSON, MS 39213  
601.353.0105

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

**Order Information**  
Invoice Number : 003795084  
PO Number : 9923TK782  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 10/07/2022 08:39 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
DEF002	10	DIESEL EXHUAFT FL BlueDEF Diesel Exhaust Fluid SKU-000248484	40.90	20.45	0.00	204.50

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com). If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in Invoice total) **Total Core Bank: \$81.00**

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

*[Signature]*

AR CREDIT 30834410570	AM60U1	\$204.50	Subtotal	\$204.50
			Tax	\$0.00
			<b>Total Due</b>	<b>\$204.50</b>
<b>AZC Savings</b>	<b>Piece Count</b>	<b>Page</b>	<b>Total</b>	
\$1.54	10	1 of 1	\$204.50	



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

*WATER*

<b>AutoZone</b> Commercial Return		Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105
<b>Deliver To</b>		<b>Order Information</b>
CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		Return Invoice Number : 003797076 Original PO Number : 9923PT624 Original Invoice Number : 0037976901 Comm Specialist : STEWART, DESTINY Register Number : 35 Order Date : 11/17/2022 01:09 PM

QTY	Part #	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
-1	80499	PS RETURN HOSE AS Duralast Return Hose Assembly SKU-000302357	30.57	15.29	0.00	-15.29

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

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

AR CREDIT 30834410570	AEHSXS	-\$15.29	Subtotal	-\$15.29
			Tax	\$0.00
			<b>Total Due</b>	<b>-\$15.29</b>



Piece Count	Page	Total
1	1 of 1	-\$15.29

*WATER*

<b>AutoZone</b> Commercial Invoice		AutoZone Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105
<b>Deliver To</b>		<b>Order Information</b>
CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 0037976412 PO Number : 9923TK737 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 11/16/2022 12:48 PM
<b>Bill To</b>		<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

QTY	Part #	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
4	000999396	78VD002 11R22516 Misc OSB SKU SKU-000999396	883.74	441.87	0.00	1,767.48

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

Part #	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037972516	12378	2022-11-10	22.00

Outstanding Cores over 3 days: \$22.00

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

*RANDY [Signature]*

AR CREDIT 30834410570	AG8UBR	\$1,767.48	Subtotal	\$1,767.48
			Tax	\$0.00
			<b>Total Due</b>	<b>\$1,767.48</b>



AZC Savings	Piece Count	Page	Total
\$0.00	4	1 of 1	\$1,767.48

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

*Water*

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 0037976808 PO Number : 9923TK702 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 11/17/2022 08:22 AM	
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>2008 Ford Truck F250 Super Duty P/U 2WD</b>						
5902	1	LOCKING FUEL CAP Duralast Locking Fuel Cap SKU-000867126	38.17	19.09	0.00	19.09

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

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

*[Signature]*

AR CREDIT 30834410570	AGRSC6	\$19.09	Subtotal	\$19.09
			Tax	\$0.00
			<b>Total Due</b>	<b>\$19.09</b>

AZC Savings	Piece Count	Page	Total
<b>\$6.90</b>	<b>1</b>	<b>1 of 1</b>	<b>\$19.09</b>

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*Water*

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 0037976901 PO Number : 9923PT624 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 11/17/2022 10:32 AM	
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>2007 Ford Truck F150 1/2 ton P/U 2WD</b>						
80499	1	PS RETURN HOSE AS Duralast Return Hose Assembly SKU-000302357	30.57	15.29	0.00	15.29

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

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

*[Signature]*

AR CREDIT 30834410570	AH3NKE	\$15.29	Subtotal	\$15.29
			Tax	\$0.00
			<b>Total Due</b>	<b>\$15.29</b>

AZC Savings	Piece Count	Page	Total
<b>\$2.20</b>	<b>1</b>	<b>1 of 1</b>	<b>\$15.29</b>

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

*WATER*

<b>AutoZone</b> Commercial Invoice		AutoZone Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105
<b>Deliver To</b>		<b>Order information</b>
<b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 003796404 PO Number : 9926PT724 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 11/16/2022 12:46 PM
<b>Bill To</b>		<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	4	90000061208 26565R17 Misc OSB SKU SKU-000999396	511.28	255.64	0.00	1,022.56

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com). If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

Part #	Core Order Than 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037972516	12378	2022-11-10	22.00

Outstanding Cores over 3 days: \$22.00

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

<i>Randy Spahr</i>	AR CREDIT 30834410570	A5ZFP	\$1,022.56	Subtotal	\$1,022.56
				Tax	\$0.00
				<b>Total Due</b>	<b>\$1,022.56</b>

AZC Savings	Piece Count	Page	Total
\$0.00	4	1 of 1	\$1,022.56

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*WATER*

<b>AutoZone</b> Commercial Invoice		AutoZone Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105
<b>Deliver To</b>		<b>Order information</b>
<b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 0037962988 PO Number : 9923PT782 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 11/03/2022 09:16 AM
<b>Bill To</b>		<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	1	2181953 26570R16 Misc OSB SKU SKU-000999396	370.24	185.12	0.00	185.12

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com). If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Core Order Than 3 Days	Invoice #	Core ID	Date	Core
H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

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

<i>Randy Spahr</i>	AR CREDIT 30834410570	AZAUML	\$185.12	Subtotal	\$185.12
				Tax	\$0.00
				<b>Total Due</b>	<b>\$185.12</b>

AZC Savings	Piece Count	Page	Total
\$0.00	1	1 of 1	\$185.12

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

*Water*



AutoZone Store 37  
401 W WDRGW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037966651  
PO Number : 9925KT774  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 11/01/2022 11:07 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	2	90000008298.LT26570R17 Misc OSB SKU SKU-000999396	522.40	261.20	0.00	522.40

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Core	Order	More Than 3 Days	Invoice #	Core ID	Date	Core
H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00		
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00		
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00		
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00		

Outstanding Cores over 3 days: \$98.00

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

*Randall*

AR CREDIT 30834410570      AGGBCM      \$522.40      Subtotal \$522.40  
Tax \$0.00  
**Total Due \$522.40**



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AZC Savings	Piece Count	Page	Total
\$0.00	2	1 of 1	\$522.40



AutoZone Store 37  
401 W WDRGW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037964512  
PO Number : 9925KT737  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 10/28/2022 10:51 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	2	AME AMD9025 31580R225 Misc OSB SKU SKU-000999396	1,373.06	686.53	0.00	1,373.06

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

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

*Ken*

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



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AZC Savings	Piece Count	Page	Total
\$0.00	2	1 of 1	\$1,373.06

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

*Water*

<b>AutoZone</b> Commercial Invoice		AutoZone Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105
<b>Deliver To</b>		<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 0037964396 PO Number : 9924PT624 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 10/28/2022 08:19 AM
<b>Bill To</b>		<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>2007 Ford Truck F150 1/2 ton P/U 2WD</b>						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 10/31/2022				

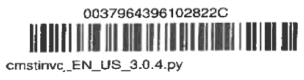
Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

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

*[Signature]*

AR CREDIT 30834410570	AUT213	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			<b>Total Due</b>	<b>\$145.34</b>



AZC Savings	Piece Count	Page	Total
<b>\$64.65</b>	<b>1</b>	<b>1 of 1</b>	<b>\$145.34</b>

*Water*

<b>AutoZone</b> Commercial Invoice		AutoZone Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105
<b>Deliver To</b>		<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 0037963471 PO Number : 9924PT632 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 10/26/2022 03:07 PM
<b>Bill To</b>		<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>2007 Ford Truck F150 1/2 ton P/U 2WD</b>						
305263	1	DURALAST IDLER/T Dayco Belt Tensioner SKU-000428859	66.59	33.29	0.00	33.29
231130	1	DURALAST PULLEY Duralast Idler Pulley SKU-000445419	56.23	28.12	0.00	28.12
DL3622-16-10	1	DURALAST AL Duralast Alternator SKU-000607414	278.98	139.49	Deferred	139.49
		Core deferred amount: \$32.00 Core Due Date: 10/29/2022				

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$54.00**

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

*[Signature]*

AR CREDIT 30834410570	AU9H6C	\$200.90	Subtotal	\$200.90
			Tax	\$0.00
			<b>Total Due</b>	<b>\$200.90</b>



AZC Savings	Piece Count	Page	Total
<b>\$138.07</b>	<b>3</b>	<b>1 of 1</b>	<b>\$200.90</b>



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

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*WATER*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037963208  
PO Number : 9925PT632  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 10/26/2022 09:54 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2007 Ford Truck F150 1/2 ton P/U 2WD</b>						
4061030	1	CONTINENTAL SER Continental Serpentine Belt SKU-000190745	69.87	34.93	0.00	34.93
MCK1065	1	COOLING SYSTEM K Duralast Cooling System Kit SKU-000102387	480.68	240.34	0.00	240.34

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

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

*Rose*

AR CREDIT 30834410570	AS2WTS	\$275.27	Subtotal	\$275.27
			Tax	\$0.00
			<b>Total Due</b>	<b>\$275.27</b>



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AZC Savings	Piece Count	Page	Total
\$114.21	2	1 of 1	\$275.27



*WATER*

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

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

**Order Information**  
Return Invoice Number : 0037956040  
Original PO Number : PC98  
Original Invoice Number : 0037955738  
Comm Specialist : STEWART, DESTINY  
Register Number : 35  
Order Date : 10/14/2022 03:54 PM

O	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR	EGR267	-1	EGR VALVE Duralast EGR Valve SKU-000202891	94.01	47.00	0.00	-47.00

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$156.00**

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

*Rose*

AR CREDIT 30834410570	A8DRBF	-\$47.00	Subtotal	-\$47.00
			Tax	\$0.00
			<b>Total Due</b>	<b>-\$47.00</b>



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Piece Count	Page	Total
1	1 of 1	-\$47.00

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

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*Water*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037955738  
PO Number : PC96D  
Comm Specialist : COMMERCIAL SALES  
Register Number : 35  
Order Date : 10/14/2022 11:35 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>1999 Ford Taurus</b>						
SU2108	1	DPFE/EGR VLV PRES Duralast EGR Valve Pressure Sensor SKU-000195712	125.78	62.89	0.00	62.89
EGR267	1	EGR VALVE Duralast EGR Valve SKU-000202991	94.01	47.00	0.00	47.00

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com). If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$134.00**

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

*Water*

AR CREDIT 30834410570	A2JHGX	Subtotal	\$109.89
		Tax	\$0.00
		<b>Total Due</b>	<b>\$109.89</b>



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AZC Savings	Piece Count	Page	Total
\$41.59	2	1 of 1	\$109.89



*Water*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037955738  
PO Number : 9926PT694  
Comm Specialist : COMMERCIAL SALES  
Register Number : 35  
Order Date : 10/12/2022 02:24 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	2	90000008313 LT24575R17 Misc OSB SKU SKU-000999396	488.72	244.36	0.00	488.72

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com). If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$102.00**

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

*Randy*

AR CREDIT 30834410570	ADBWXR	Subtotal	\$488.72
		Tax	\$0.00
		<b>Total Due</b>	<b>\$488.72</b>



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AZC Savings	Piece Count	Page	Total
\$0.00	2	1 of 1	\$488.72

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

*WATER*

**AutoZone**  
Commercial Return

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Return Invoice Number : 0037952946 Original PO Number : 9923PT634 Original Invoice Number : 0037952935 Comm Specialist : STEWART, DESTINY Register Number : 35 Order Date : 10/10/2022 09:22 AM

QTY	Part #	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
UR	58-DLG	-1 DURALAST GOLD BA Duralast Gold Battery SKU-000232743	290.68	145.34	0.00	-145.34

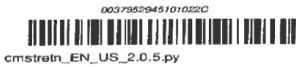
**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$103.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
DL3444S	DURALAST STARTER	0037948926	12287	2022-10-04	15.00
24F-DLG	DURALAST GOLD BA	0037950304	12291	2022-10-06	22.00
AUX14	DURALAST PLATINUM	0037950378	12293	2022-10-06	22.00
H6-AGM	DURALAST PLATINUM	0037950378	12292	2022-10-06	22.00

Outstanding Cores over 3 days: \$81.00

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

Subtotal	-\$145.34
Tax	\$0.00
<b>Total Due</b>	<b>-\$145.34</b>



Piece Count	Page	Total
1	1 of 1	-\$145.34

*WATER*

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Invoice Number : 0037950304 PO Number : 9923PT679 Comm Specialist : JORDAN, WESLEY Register Number : 35 Order Date : 10/06/2022 10:40 AM

<b>Bill To</b>	<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>2009 Nissan/Datsun Truck Titan 2WD</b>						
24F-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000832327	290.68	145.34	Deferred	145.34
24FS-DLG		Core deferred amount: \$22.00 Core Due Date: 10/09/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

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

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

Subtotal	\$145.34
Tax	\$0.00
<b>Total Due</b>	<b>\$145.34</b>



AZC Savings	Piece Count	Page	Total
\$64.65	1	1 of 1	\$145.34

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

115

**AutoZone** WATER

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<p><b>Deliver To</b></p> <p><b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209</p> <p>Phone : (601) 960-1029 Customer # : 308344</p> <p><b>Bill To</b></p> <p>CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205</p>	<p><b>Order Information</b></p> <p>Invoice Number : 0037885067 PO Number : 992106F164 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 06/29/2022 01:28 PM</p> <p><b>Remit To</b></p> <p>AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067</p>
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Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	4	SUM5533466 21575R17 Misc OSB SKU SKU-000999396	845.80	422.90	0.00	1,691.60

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$66.00**

Part #	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
35-DLG	DURALAST GOLD BAT	0037881917	12107	2022-06-24	22.00

Outstanding Cores over 3 days: \$22.00

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

*Randy Perry*

AR CREDIT 30834410570	AF8P9U	\$1,691.60	Subtotal	\$1,691.60
			Tax	\$0.00
			<b>Total Due</b>	<b>\$1,691.60</b>

AZC Savings	Piece Count	Page	Total
\$0.00	4	1 of 1	\$1,691.60

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**AutoZone** WATER

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<p><b>Deliver To</b></p> <p><b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209</p> <p>Phone : (601) 960-1029 Customer # : 308344</p> <p><b>Bill To</b></p> <p>CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205</p>	<p><b>Order Information</b></p> <p>Invoice Number : 0037885744 PO Number : 992106F12 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 06/30/2022 02:54 PM</p> <p><b>Remit To</b></p> <p>AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067</p>
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Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	2	991302 195L24 Misc OSB SKU SKU-000999396	1,401.00	700.50	0.00	1,401.00

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

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

*Randy Perry*

AR CREDIT 30834410570	AJDSTT	\$1,401.00	Subtotal	\$1,401.00
			Tax	\$0.00
			<b>Total Due</b>	<b>\$1,401.00</b>

AZC Savings	Piece Count	Page	Total
\$0.00	2	1 of 1	\$1,401.00

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

**AutoZone** *WATER*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 0037986798 PO Number : 99210PT687 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 07/05/2022 09:31 AM	
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	1	MXSTP00319100 23570R17 Misc OSB SKU SKU-000999396	400.84	200.42	0.00	200.42

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

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

*Randy Sperry*

AR CREDIT 30834410570	AZ24SJ	\$200.42	Subtotal	\$200.42
			Tax	\$0.00
			<b>Total Due</b>	<b>\$200.42</b>

AZC Savings	Piece Count	Page	Total
\$0.00	1	1 of 1	\$200.42

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**AutoZone** *WATER*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 0037986288 PO Number : 99210PT724 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 08/02/2022 10:23 AM	
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>2011 Dodge/Ram Truck Dakota Big Horn 2WD</b>						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 08/05/2022				

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
AUX14	DURALAST PLATINUM	0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINUM	0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

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

*Randy Sperry*

AR CREDIT 30834410570	AD09AU	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			<b>Total Due</b>	<b>\$145.34</b>

AZC Savings	Piece Count	Page	Total
\$54.65	1	1 of 1	\$145.34

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



*Water*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

**Deliver To**

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

**Order Information**

Invoice Number : 0037894533  
PO Number : 99210TK618  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 07/14/2022 08:51 AM

**Bill To**

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

**Remit To**

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
AXA0B3	12	AUTOZONE AF FS AutoZone Full Strength Antifreeze/Coolant	26.86	8.99	0.00	107.88
SXA0B3		SKU-000000367				
		DEAL: Save on Antifreeze You saved \$53.28				
AXA0B3	6	AUTOZONE AF FS AutoZone Full Strength Antifreeze/Coolant	26.86	9.99	0.00	59.94
SXA0B3		SKU-000000367				
		DEAL: Save on Antifreeze You saved \$20.64				
STPHME10W301Q	48	STP 10W-30 STP High Mileage 10W-30 Motor Oil	11.74	4.09	0.00	196.32
		SKU-000811783				
		DEAL: Save On Oil You saved \$85.44				
AZP-10	36	AZ BRAKE PARTS CL Brake Cleaner SKU-000008130	7.42	2.99	0.00	107.64
SP-BPC-10		DEAL: Save on You saved \$25.92				

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

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

*Randy Spivey*

Subtotal \$657.06  
Tax \$0.00  
Total Due \$471.78

AZC Savings	Piece Count	Page	Total
\$0.00	102	1 of 1	\$471.78



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*Water*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

**Deliver To**

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

**Order Information**

Invoice Number : 0037897406  
PO Number : 99210PT631  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 08/03/2022 01:54 PM

**Bill To**

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

**Remit To**

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2007 Ford Truck Ranger 2WD</b>						
DLT-18	2	DURALAST AERO TR Duralast Wiper SKU-000280479	36.18	18.09	0.00	36.18

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

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

*[Signature]*

Subtotal \$36.18  
Tax \$0.00  
Total Due \$36.18

AZC Savings	Piece Count	Page	Total
\$1.90	2	1 of 1	\$36.18



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

*WATER*



AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037916224  
PO Number : 99210PT748  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 08/17/2022 10:12 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
65-DLG 65S-DLG	1	2011 Ford Truck F-250 Super Duty XL 2WD DURALAST GOLD BA Duralast Gold Battery SKU-000053433 Core deferred amount: \$22.00 Core Due Date: 08/20/2022	290.68	145.34	Deferred	145.34

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$66.00**

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

*[Signature]*

AR CREDIT 30834410570 ABSHC7 \$145.34  
Subtotal \$145.34  
Tax \$0.00  
**Total Due \$145.34**



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AZC Savings	Piece Count	Page	Total
\$54.65	1	1 of 1	\$145.34

*WATER*



AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037916278  
PO Number : 99210TK738  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 08/17/2022 11:35 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
000999396	1	No vehicle given for the following items HAN 3002449 12R225 HANK00K AH37 AP HI Misc OSB SKU SKU-000999396	1,748.74	874.37	0.00	874.37

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$66.00**

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

*[Signature]*

AR CREDIT 30834410570 A1K3FC \$874.37  
Subtotal \$874.37  
Tax \$0.00  
**Total Due \$874.37**



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AZC Savings	Piece Count	Page	Total
\$0.00	1	1 of 1	\$874.37

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

119

WATER



AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037917429  
PO Number : 99210RT737  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 08/19/2022 09:38 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2011 Ford Truck F-150 XL 2WD</b>						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 08/22/2022				

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$88.00**

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

*Victor M. Pickard*

AR CREDIT 30834410570	A6WNTH	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			<b>Total Due</b>	<b>\$145.34</b>
<b>AZC Savings</b>	<b>Piece Count</b>	<b>Page</b>	<b>Total</b>	
<b>\$54.65</b>	<b>1</b>	<b>1 of 1</b>	<b>\$145.34</b>	



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WATER



AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037917727  
PO Number : 99210RT748  
Comm Specialist : STEWART, DESTINY  
Register Number : 35  
Order Date : 08/19/2022 02:28 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	0.00	22.00	22.00
65S-DLG						

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$44.00**

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

*Core Distement*

AR CREDIT 30834410570	A78F1S	\$22.00	Subtotal	\$22.00
			Tax	\$0.00
			<b>Total Due</b>	<b>\$22.00</b>
<b>AZC Savings</b>	<b>Piece Count</b>	<b>Page</b>	<b>Total</b>	
<b>\$0.00</b>	<b>1</b>	<b>1 of 1</b>	<b>\$22.00</b>	




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

**WATER**



**Commercial Invoice**

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

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

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Order Information**  
Invoice Number : 0037926313  
PO Number : 99210PT765  
Comm Specialist : STEWART, DESTINY  
Register Number : 35  
Order Date : 08/24/2022 01:18 PM

**Remit To**  
AutoZone, Inc.  
PO Box 116057  
Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>2012 Ford Truck F-150 FX2 2WD</b>						
DG1602	1	DURALAST GOLD PA Duralast Gold Brake Pads SKU-000511230	70.38	35.19	0.00	35.19

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

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

	Subtotal	\$35.19		Tax	\$0.00
AR CREDIT 30834410570				<b>Total Due</b>	<b>\$35.19</b>

AZC Savings	Piece Count	Page	Total
<b>\$17.80</b>	<b>1</b>	<b>1 of 1</b>	<b>\$35.19</b>

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**Frederick's**  
SALES & SERVICE  
*the choice in outdoor equipment*

1006 Old Highway 471    Brandon, MS 39042  
601-824-0074    frederickssales.com

**INVOICE**

Invoice: 01-81720    PO: 99230356  
Date: 8/2/2023    Custid: CITY3

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

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

**Ship To:**  
City of Jackson

Equipment# TMR1137

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
511010601	PA	RED - PT104 plus 4" Tap Head	1.0000		\$44.99		\$44.99
<b>Total:</b>							<b>\$44.99</b>

<b>Totals</b>	<b>Sub Total:</b>	<b>\$44.99</b>
	<b>Total Tax:</b>	<b>\$0.00</b>
	<b>Invoice Total:</b>	<b>\$44.99</b>

Forms of Payment		
Type	Description	Amount
Charge	Customer Id: CITY3	\$44.99
<b>Total Forms of Payment:</b>		<b>\$44.99</b>

Balance Due On This Invoice: \$44.99

**RECEIVED**

AUG 3 1 2023

CITY OF JACKSON  
FINANCE DIVISION



Signature: \_\_\_\_\_

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.

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

121



**SERVICE INVOICE**

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

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

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

**RECEIVED**  
**JUL 30 2023**

Ship To:  
City of Jackson

Opened: 6/23/2023  
Work Order No: 01-83411  
Pickup Date:  
Unit No: 66037  
Unit Serial: 20222100149  
Unit Desc: Redmax Trimmer  
Unit Meter: 0.0

Responsible Tech: Glenn M  
My Ref: 83411  
Delivery Date:  
Unit Make: BCZ3060TS  
Unit Model:  
Unit Tag:

City of Jackson- BCZ3060-GF

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
Call		Call Steve Williams 601-960-1588 -get ready for use GM Serviced the engine. Greased. Put some line in the spool. Tested. JM called and left vm for Steve Williams					
9025	SL	Shop Labor-Customer	0.3600		\$85.00		\$30.60
10188	PA	ROT - FUEL FILTER REPLACES WALB	1.0000		\$5.19		\$5.19
587930701	PA	ROT - SPARK PLUG NGK CMR7H	1.0000		\$5.25		\$5.25
	PA	RED - Filter	1.0000		\$9.59		\$9.59
	SS	Enviro/Shop Supplies	1.0000		\$2.28		\$2.28
<b>Segment Total:</b>							<b>\$52.91</b>

Labor:	\$30.60
Parts:	\$20.03
	\$2.28

<b>Totals</b>		<b>Sub Total:</b>	<b>\$52.91</b>
		<b>Total Tax:</b>	<b>\$0.00</b>
		<b>Invoice Total:</b>	<b>\$52.91</b>

Type	Description	Amount
Charge	Customer Id: CITY3	\$52.91
<b>Total Forms of Payment:</b>		<b>\$52.91</b>

Balance Due On This Invoice: \$52.91

Signature: *J. McCleary*

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the unit as necessary for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the above unit to secure the amount of repairs thereto. I understand that a charge will be levied for the estimate and/or teardown. The estimate and teardown charge will not guarantee the reassembly of the unit.

Thank you for your business.



**SERVICE INVOICE**

Invoice: 01-79954 PO: 99230316  
Date: 7/14/2023 Custid: CITY3

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

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

Ship To:  
City of Jackson

Opened: 6/23/2023  
Work Order No: 01-83410  
Pickup Date:  
Unit No: 66036  
Unit Serial: 2022100162  
Unit Desc: Redmax Trimmer  
Unit Meter: 0.0

Responsible Tech: Glenn M  
My Ref: 83410  
Delivery Date:  
Unit Make: BCZ3060TS  
Unit Model:  
Unit Tag:

City of Jackson- BCZ3060-GF

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
Call		Call Steve Williams 601-960-1588 -get ready for use GM Serviced. Greased. Replaced the bump head, it was warped and had a vibration. Tested. JM called and left vm for Steve Williams					
9025	SL	Shop Labor-Customer	0.3600		\$85.00		\$30.60
10188	PA	ROT - FUEL FILTER REPLACES WALB	1.0000		\$5.19		\$5.19
511010601	PA	ROT - SPARK PLUG NGK CMR7H	1.0000		\$5.25		\$5.25
	PA	RED - PT104 plus 4" Tap Head	1.0000		\$44.99		\$44.99
	SS	Enviro/Shop Supplies	1.0000		\$3.87		\$3.87
<b>Segment Total:</b>							<b>\$89.90</b>

Labor:	\$30.60
Parts:	\$55.43
	\$3.87

<b>Totals</b>		<b>Sub Total:</b>	<b>\$89.90</b>
		<b>Total Tax:</b>	<b>\$0.00</b>
		<b>Invoice Total:</b>	<b>\$89.90</b>

Type	Description	Amount
Charge	Customer Id: CITY3	\$89.90
<b>Total Forms of Payment:</b>		<b>\$89.90</b>

Balance Due On This Invoice: \$89.90

Signature: *J. McCleary*

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the unit as necessary for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the above unit to secure the amount of repairs thereto. I understand that a charge will be levied for the estimate and/or teardown. The estimate and teardown charge will not guarantee the reassembly of the unit.

Thank you for your business.

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

*WABSON HISS BLAS*

PW/Engineering

<b>AutoZone</b> Commercial Invoice		AutoZone Store 37 401 W WDRROW WIL JACKSON, MS 39213 801.353.0105
<b>Deliver To</b> CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		<b>Order Information</b> Invoice Number : 0037966783 PO Number : 9920PT720 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 11/01/2022 12:49 PM
<b>Bill To</b> CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	1	2181953 26570R16 Misc OSB SKU SKU-000999396	369.82	184.91	0.00	184.91

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
H6-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

*Outstanding Cores over 3 days: \$98.00*

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

*[Signature]*

AR CREDIT 30834410570	AF8XG4	\$184.91	Subtotal	\$184.91
			Tax	\$0.00
			<b>Total Due</b>	<b>\$184.91</b>

AZC Savings	Piece Count	Page	Total
\$0.00	1	1 of 1	\$184.91

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cmstnvc\_EN\_US\_3.0.4.py

*Reman ? CULTURAL SERVICES*

<b>AutoZone</b> Commercial Invoice		AutoZone Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105
<b>Deliver To</b> CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		<b>Order Information</b> Invoice Number : 0037919868 PO Number : 99210RC1763 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 08/23/2022 12:00 PM
<b>Bill To</b> CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>2014 Nissan/Datsun Versa 1.6 SL</b>						
DLF24N	1	DURALAST FLEX W/ Duralast Flex 24" Wiper Blade SKU-000343561	37.03	18.52	0.00	18.52
DLF14	1	DURALAST FLEX WIP Duralast Flex 14" Wiper Blade SKU-000461145	31.21	15.61	0.00	15.61

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$66.00**

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

*[Signature]*

AR CREDIT 30834410570	AX6NMB	\$34.13	Subtotal	\$34.13
			Tax	\$0.00
			<b>Total Due</b>	<b>\$34.13</b>

AZC Savings	Piece Count	Page	Total
\$11.85	2	1 of 1	\$34.13

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cmstnvc\_EN\_US\_3.0.4.py

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

123

LANDFILL



AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037967990  
PO Number : 99230K779  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 11/03/2022 09:18 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	1	15W40 OIL 15W40 DELO Misc OSB SKU 000999396	530.20	265.10	0.00	265.10

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

**Core Bank** (Not reflected in invoice total) Total Core Bank: \$98.00

Part #	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3822-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

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

AR CREDIT 30834410570      ADZYNA      \$265.10      Subtotal \$265.10  
Tax \$0.00  
**Total Due \$265.10**



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AZC Savings	Piece Count	Page	Total
\$0.00	1	1 of 1	\$265.10

LANDFILL



AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037966318  
PO Number : 99230SUV0050  
Comm Specialist : JORDAN, WESLEY  
Register Number : 35  
Order Date : 10/06/2022 11:16 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2010 Ford Truck Escape XLT 2WD</b>						
DG1047	1	DURALAST GOLD PA Duralast Gold Brake Pads	69.98	34.99	0.00	34.99
DG1047		SKU-000649139				

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

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

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

AR CREDIT 30834410570      AWJYR7      \$34.99      Subtotal \$34.99  
Tax \$0.00  
**Total Due \$34.99**



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AZC Savings	Piece Count	Page	Total
\$21.50	1	1 of 1	\$34.99

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

<b>AutoZone</b>		AutoZone Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105
<b>Commercial Invoice</b>		
<b>Deliver To</b>		<b>Order Information</b>
<b>CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209</b>		Invoice Number : 0037966641
Phone : (601) 960-1029		PO Number : 9925TR264
Customer # : 308344		Comm Specialist : STEWART, DESTINY
		Register Number : 35
		Order Date : 11/01/2022 11:04 AM
<b>Bill To</b>		<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	1	MST MAX49T ST20575R15 Misc OSB SKU SKU-000999396	263.78	131.89	0.00	131.89

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3822-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

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

AR CREDIT 30834410570	A08SN1	\$131.89	Subtotal	\$131.89
			Tax	\$0.00
			<b>Total Due</b>	<b>\$131.89</b>

AZC Savings	Piece Count	Page	Total
\$0.00	1	1 of 1	\$131.89

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<b>AutoZone</b>		AutoZone Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105
<b>Commercial Invoice</b>		
<b>Deliver To</b>		<b>Order Information</b>
<b>CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209</b>		Invoice Number : 0037954599
Phone : (601) 960-1029		PO Number : 9925TR274
Customer # : 308344		Comm Specialist : COMMERCIAL SALES CENTER
		Register Number : 35
		Order Date : 10/12/2022 02:20 PM
<b>Bill To</b>		<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	4	ST1947 ST22575R15 Misc OSB SKU SKU-000999396	219.38	109.69	0.00	438.76

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$102.00**

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

AR CREDIT 30834410570	APX05J	\$438.76	Subtotal	\$438.76
			Tax	\$0.00
			<b>Total Due</b>	<b>\$438.76</b>

AZC Savings	Piece Count	Page	Total
\$0.00	4	1 of 1	\$438.76

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

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<b>AutoZone</b> Commercial Invoice		AutoZone Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105	
<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 0037955867 PO Number : 9925TR303 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 10/14/2022 01:04 PM	
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	4	ST1961 ST23580R16 Misc OSB SKU SKU-000999396	250.28	125.14	0.00	500.56

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$134.00**

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

*Randy Sp...*

AR CREDIT 30834410570	AXA5KM	\$500.56	Subtotal	\$500.56
			Tax	\$0.00
			<b>Total Due</b>	<b>\$500.56</b>

AZC Savings	Piece Count	Page	Total
\$0.00	4	1 of 1	\$500.56

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<b>AutoZone</b> Commercial Invoice		AutoZone Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105	
<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 0037954582 PO Number : 9925TR269 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 10/12/2022 01:58 PM	
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	4	ST1947 ST2255R15 Misc OSB SKU SKU-000999396	219.38	109.89	0.00	438.76

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$102.00**

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

*Randy Sp...*

AR CREDIT 30834410570	A77DT4	\$438.76	Subtotal	\$438.76
			Tax	\$0.00
			<b>Total Due</b>	<b>\$438.76</b>

AZC Savings	Piece Count	Page	Total
\$0.00	4	1 of 1	\$438.76

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

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**Commercial Invoice**

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

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

*Police*

**Order Information**  
Invoice Number : 0037963850  
PO Number : 9921PC1639  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 10/27/2022 11:16 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2010 Ford Mustang GT</b>						
96R-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000219431	290.68	145.34	Deferred	145.34
96RS-DLG		Core deferred amount: \$22.00 Core Due Date: 10/30/2022				

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

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

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

*MIA*  
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AR CREDIT 30834410570	A9U2U7	\$145.34	
<b>AZC Savings</b>	<b>Piece Count</b>	<b>Page</b>	<b>Total</b>
<b>\$64.65</b>	<b>1</b>	<b>1 of 1</b>	<b>\$145.34</b>

Subtotal \$145.34  
Tax \$0.00  
**Total Due \$145.34**



**Commercial Return**

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

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

*Return*

**Order Information**  
Return Invoice Number : 0037945643  
Original PO Number : 9921PC1874  
Original Invoice Number : 0037948777  
Comm Specialist : STEWART, DESTINY  
Register Number : 35  
Order Date : 09/30/2022 09:48 AM

QTY	Part #	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
UR	0G1611A	-1 DURALAST GOLD B Duralast Gold Brake Pads SKU-000198404	72.38	36.19	0.00	-36.19

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

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

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AR CREDIT 30834410570	AS4Y3W	-\$36.19	
<b>Piece Count</b>	<b>Page</b>	<b>Total</b>	
<b>1</b>	<b>1 of 1</b>	<b>-\$36.19</b>	

Subtotal -\$36.19  
Tax \$0.00  
**Total Due -\$36.19**

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

**AutoZone** *Police*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209		Invoice Number : 0037979527	PO Number : 9923 <i>PC1896</i>
Phone : (601) 960-1029	Customer # : 308344	Comm Specialist : COMMERCIAL SALES CENTER	Register Number : 35
<b>Bill To</b>		Order Date : 11/21/2022 02:14 PM	<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
65-DLG 65S-DLG	1	<b>2018 Ford Police Interceptor</b> DURALAST GOLD BA Duralast Gold Battery SKU-000053433 Core deferred amount: \$22.00 Core Due Date: 11/24/2022	290.68	145.34	Deferred	145.34

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$44.00**

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

AR CREDIT 30834410570	AL3NGB	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			<b>Total Due</b>	<b>\$145.34</b>

AZC Savings	Piece Count	Page	Total
<b>\$64.65</b>	<b>1</b>	<b>1 of 1</b>	<b>\$145.34</b>

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**AutoZone** *Police*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209		Invoice Number : 0037917731	PO Number : 99210 <i>PC1876</i>
Phone : (601) 960-1029	Customer # : 308344	Comm Specialist : STEWART, DESTINY	Register Number : 35
<b>Bill To</b>		Order Date : 08/19/2022 02:29 PM	<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
H7-AGM	1	<b>No vehicle given for the following items</b> DURALAST PLATINU Duralast Platinum Battery SKU-000319458	360.98	0.00	22.00	22.00

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

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

*Core D Stewart*

AR CREDIT 30834410570	AR7K0H	\$22.00	Subtotal	\$22.00
			Tax	\$0.00
			<b>Total Due</b>	<b>\$22.00</b>

AZC Savings	Piece Count	Page	Total
<b>\$0.00</b>	<b>1</b>	<b>1 of 1</b>	<b>\$22.00</b>

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

128

**AutoZone** *Police*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b>		Invoice Number	: 0037976988
4225 Michael Avalon St		PO Number	: 9923PC1587
Jackson, MS 39209		Comm Specialist	: COMMERCIAL SALES
Phone	: (601) 960-1029	Register Number	: 35
Customer #	: 308344	Order Date	: 11/17/2022 12:11 PM
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ		AutoZone, Inc.	
PO BOX 17		PO Box 116067	
JACKSON, MS 39205		Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
26-DL	1	<b>2010 Dodge Avenger R/T</b> DURALAST Duralast Battery SKU-000249474	241.28	120.64	Deferred	120.64
Core deferred amount: \$22.00 Core Due Date: 11/20/2022						

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

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

*RAND - 1*

AR CREDIT 30834410570	A678KX	\$120.64	Subtotal	\$120.64
			Tax	\$0.00
			<b>Total Due</b>	<b>\$120.64</b>

AZC Savings	Piece Count	Page	Total
\$59.35	1	1 of 1	\$120.64

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**AutoZone** *Police*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b>		Invoice Number	: 0037972548
4225 Michael Avalon St		PO Number	: 9923PC1720
Jackson, MS 39209		Comm Specialist	: STEWART, DESTINY
Phone	: (601) 960-1029	Register Number	: 35
Customer #	: 308344	Order Date	: 11/10/2022 08:34 AM
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ		AutoZone, Inc.	
PO BOX 17		PO Box 116067	
JACKSON, MS 39205		Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
2032BP-4	11	<b>No vehicle given for the following items</b> ENERGIZER 2032 ENERGIZER 2032 Battery SKU-001110442	23.50	11.75	0.00	129.25

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$44.00**

Part #	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$22.00

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

*[Signature]*

AR CREDIT 30834410570	A6YW8F	\$129.25	Subtotal	\$129.25
			Tax	\$0.00
			<b>Total Due</b>	<b>\$129.25</b>

AZC Savings	Piece Count	Page	Total
\$0.24	11	1 of 1	\$129.25

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

**AutoZone** POLICE

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b> <b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344	<b>Order Information</b> Invoice Number : 0037971846 PO Number : 9926PT822 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 11/09/2022 08:30 AM
<b>Bill To</b> CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Cores	Total
<b>2015 Ford Truck F-150 XL 2WD</b>						
DG1602	1	DURALAST GOLD PA Duralast Gold Brake Pads SKU-000511230	70.38	35.19	0.00	35.19
DG1790	1	DURALAST GOLD PAD Duralast Gold Brake Pads SKU-000749796	69.98	34.99	0.00	34.99
DG1414	1	DURALAST GOLD PA Duralast Gold Brake Pads SKU-000964378	69.98	34.99	0.00	34.99

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

*Outstanding Cores over 3 days: \$22.00*

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

ASW

AR CREDIT 30834410570	A6D6SW	\$105.17	Subtotal	\$105.17
			Tax	\$0.00
			<b>Total Due</b>	<b>\$105.17</b>

AZC Savings	Piece Count	Page	Total
<b>\$64.30</b>	<b>3</b>	<b>1 of 1</b>	<b>\$105.17</b>

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**AutoZone** POLICE

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b> <b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344	<b>Order Information</b> Invoice Number : 0037970846 PO Number : 9926PT735 Comm Specialist : STEWART,DESTINY Register Number : 35 Order Date : 11/07/2022 12:25 PM
<b>Bill To</b> CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Cores	Total
<b>2011 Ford Truck Ranger XL 2WD</b>						
TF213	1	TRANS FILTER KI Champ Transmission Filter SKU-000143883	28.48	14.24	0.00	14.24
STPMERCV1QT	12	STP MERCON STP Mercon V Automatic Trans Fluid SKU-000811754	16.78	8.39	0.00	100.68

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

*Outstanding Cores over 3 days: \$22.00*

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

AR CREDIT 30834410570	AEZ2F	\$114.92	Subtotal	\$114.92
			Tax	\$0.00
			<b>Total Due</b>	<b>\$114.92</b>

AZC Savings	Piece Count	Page	Total
<b>\$7.85</b>	<b>13</b>	<b>1 of 1</b>	<b>\$114.92</b>

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



POUCE

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037970910  
PO Number : 9926PC1789  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 11/07/2022 01:46 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	12	8700 THROTTLE BODY CLEANER Misc OSB SKU SKU-000999396	20.36	10.18	0.00	122.16

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Total Core Bank: \$22.00  
Outstanding Cores over 3 days: \$22.00

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

*Road, Sa*

AR CREDIT 30834410570	AH2YX8	\$122.16	Subtotal	\$122.16
			Tax	\$0.00
			<b>Total Due</b>	<b>\$122.16</b>



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cmstinvc\_EN\_US\_3.0.4.py



POUCE

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037970845  
PO Number : 9926SUV105  
Comm Specialist : STEWART, DESTINY  
Register Number : 35  
Order Date : 11/07/2022 12:25 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
SA10957	1	STP AIR FILTER STP Air Filter SKU-000254198	38.18	19.09	0.00	19.09
CAF1890P	1	STP CABIN AIR F STP Cabin Air Filter SKU-000700993	31.98	15.99	0.00	15.99

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Total Core Bank: \$22.00  
Outstanding Cores over 3 days: \$22.00

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

AR CREDIT 30834410570	A3KUE6	\$35.08	Subtotal	\$35.08
			Tax	\$0.00
			<b>Total Due</b>	<b>\$35.08</b>



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



*Polas*

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

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

**Order Information**  
Return Invoice Number : 0037966786  
Original PO Number : 9925PC1879  
Original Invoice Number : 0037966785  
Comm Specialist : STEWART, DESTINY  
Register Number : 35  
Order Date : 11/01/2022 01:05 PM

C	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR	CA4895	-1	CONTROL ARM FRT Duralast Control Arm SKU-000697415	178.92	89.46	0.00	-89.46
UR	CA5085	-1	CONTROL ARM FT LW Duralast Ball Joint SKU-000847246	134.00	67.00	0.00	-67.00

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

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

Subtotal -\$156.46  
Tax \$0.00  
AR CREDIT 30834410570 AXK75G -\$156.46 **Total Due -\$156.46**



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cmstretn\_EN\_US\_2.0.5.py

Piece Count	Page	Total
2	1 of 1	-\$156.46



*Polas*

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

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

**Order Information**  
Return Invoice Number : 0037966784  
Original PO Number : 9925PC1879  
Original Invoice Number : 0037966640  
Comm Specialist : STEWART, DESTINY  
Register Number : 35  
Order Date : 11/01/2022 12:57 PM

C	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR	CA4706	-1	LAT ARM RR LH UP Duralast Control Arm SKU-000479841	161.45	80.73	0.00	-80.73
UR	CA4706	-1	LAT ARM RR LH UP Duralast Control Arm SKU-000479841	161.45	80.73	0.00	-80.73

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

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

Subtotal -\$161.46  
Tax \$0.00  
AR CREDIT 30834410570 A1F91M -\$161.46 **Total Due -\$161.46**



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cmstretn\_EN\_US\_2.0.5.py

Piece Count	Page	Total
2	1 of 1	-\$161.46

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

*Police*

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Invoice Number : 0037966785 PO Number : 9926PC1879 Comm Specialist : STEWART, DESTINY Register Number : 35 Order Date : 11/01/2022 01:02 PM
<b>Bill To</b>	<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>2014 Dodge Charger SE</b>						
CA5085	1	CONTROL ARM FT LW Duralast Ball Joint SKU-000847246	134.00	67.00	0.00	67.00
522-801						
<b>No vehicle given for the following items</b>						
CA4895	1	CONTROL ARM FRT Duralast Control Arm SKU-000697415	178.92	89.46	0.00	89.46
522-805						

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

<b>Core Bank</b>	(Not reflected in invoice total)	<b>Total Core Bank: \$98.00</b>
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Part #	Core	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
H8-DLG		DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10		DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG		DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG		DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

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

*[Signature]*

AR CREDIT 30834410570	AY3M8B	\$156.46	Subtotal	\$156.46
			Tax	\$0.00
			<b>Total Due</b>	<b>\$156.46</b>

AZC Savings	Piece Count	Page	Total
\$127.52	2	1 of 1	\$156.46

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*Police*

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Invoice Number : 0037966640 PO Number : 9926PC1879 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 11/01/2022 11:03 AM
<b>Bill To</b>	<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
CA4706	2	LAT ARM RR LH UP Duralast Control Arm SKU-000479841	161.45	80.73	0.00	161.46
522-749						

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

<b>Core Bank</b>	(Not reflected in invoice total)	<b>Total Core Bank: \$98.00</b>
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Part #	Core	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
H8-DLG		DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10		DURALAST AL	0037963471	12345	2022-10-26	32.00
96R-DLG		DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG		DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

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

*[Signature]*

AR CREDIT 30834410570	A6JJRF	\$161.46	Subtotal	\$161.46
			Tax	\$0.00
			<b>Total Due</b>	<b>\$161.46</b>

AZC Savings	Piece Count	Page	Total
\$24.26	2	1 of 1	\$161.46

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



*Police*

AutoZone Store 37  
401 W WDROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037964576  
PO Number : 9923PC1789  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 10/28/2022 12:06 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2014 Dodge Charger Pursuit</b>						
CA12496	1	CON ARM W B J FT Duralast Ball Joint SKU-000120955	234.22	117.11	0.00	117.11
521-007						
CA12495	1	CON ARM W B J FT Duralast Control Arm SKU-000120956	234.22	117.11	0.00	117.11
521-008						
SA11257	1	STP AIR FILTER STP Air Filter SKU-000164217	39.98	19.99	0.00	19.99
SA11050						
DLA-21	1	DURALAST AERO BL Duralast Aero 21" Wiper Blade SKU-000361619	34.37	17.19	0.00	17.19
DLA-24	1	DURALAST AERO BL Duralast Aero 24" Wiper Blade SKU-000361621	34.37	17.19	0.00	17.19
DG1057	1	DURALAST GOLD PAD Duralast Gold Brake Pads SKU-000649147	69.98	34.99	0.00	34.99
DG1057						
DG1766	1	DURALAST GOLD BRA Duralast Gold Brake Pads SKU-000695192	90.38	45.19	0.00	45.19
3262	2	ENGINE MOUNT FRONT Duralast Motor Mount SKU-000695557	81.49	40.75	0.00	81.50
S11665XL	1	STP-XL OIL FILT STP Extended Life Oil Filter SKU-000835241	12.18	6.09	0.00	6.09
DG1767	1	DURALAST GOLD BR Duralast Gold Brake Pads SKU-000695193	112.38	56.19	0.00	56.19
AQA003	2	AUTOZONE DEXCOOL AutoZone DEX-COOL Antifreeze/Coolant SKU-000540719	37.42	18.71	0.00	37.42
SDA0B3						

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

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

*[Signature]*

AR CREDIT 30834410570 A5YFG6 \$549.97  
Subtotal \$549.97  
Tax \$0.00  
**Total Due \$549.97**



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cmstinvc\_EN\_US\_3.0.4.py

AZC Savings	Piece Count	Page	Total
\$183.88	13	1 of 1	\$549.97



*Police*

AutoZone Store 37  
401 W WDROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037963793  
PO Number : 9923PT811  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 10/27/2022 09:30 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2015 Dodge/Ram Truck RAM 2500 Laramie 2WD</b>						
305377	1	DURALAST IDLER/T Duralast Belt Tensioner SKU-000445428	115.72	57.86	0.00	57.86

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$54.00**

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

*[Signature]*

AR CREDIT 30834410570 A3MTPH \$57.86  
Subtotal \$57.86  
Tax \$0.00  
**Total Due \$57.86**



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cmstinvc\_EN\_US\_3.0.4.py

AZC Savings	Piece Count	Page	Total
\$41.13	1	1 of 1	\$57.86

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

**AutoZone** POLICE

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209		Invoice Number : 0037963765	PO Number : 992351V89
Phone : (601) 960-1029	Customer # : 308344	Comm Specialist : COMMERCIAL SALES CENTER	Register Number : 35
<b>Bill To</b>		Order Date : 10/27/2022 08:19 AM	
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	4	BFGBFG88590 BFG ADVANTAGE TA 26560R17 Misc OSB SKU SKU-000999396	524.82	262.41	0.00	1,049.64

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$54.00**

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

*RANDY S.*

AR CREDIT 30834410570	A1D0DF	\$1,049.64	Subtotal	\$1,049.64
			Tax	\$0.00
			<b>Total Due</b>	<b>\$1,049.64</b>

AZC Savings	Piece Count	Page	Total
\$0.00	4	1 of 1	\$1,049.64

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**AutoZone** POLICE

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209		Return Invoice Number : 0037959905	Original PO Number : 992351V89
Phone : (601) 960-1029	Customer # : 308344	Original Invoice Number : 0037959850	Comm Specialist : STEWART, DESTINY
<b>Core Bank</b> (Not reflected in invoice total)		Register Number : 35	Order Date : 10/20/2022 12:46 PM
		<b>Total Core Bank: \$187.00</b>	

O	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR	42278DL	-1	DL COATED ROTOR Duralast Coated Rotor SKU-000792321	215.98	107.99	0.00	-107.99
UR	42278DL	-1	DL COATED ROTOR Duralast Coated Rotor SKU-000792321	215.98	107.99	0.00	-107.99

Part #	Core Code	Thru 2 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA		0037954360	12305	2022-10-12	22.00

Outstanding Cores over 3 days: \$22.00

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

AR CREDIT 30834410570	AAN727	-\$215.98	Subtotal	-\$215.98
			Tax	\$0.00
			<b>Total Due</b>	<b>-\$215.98</b>

Piece Count	Page	Total
2	1 of 1	-\$215.98

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

**AutoZone** POLICE

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		Return Invoice Number : 0037960420 Original PO Number : 9926SUV67 Original Invoice Number : 0037959379 Comm Specialist : STEWART,DESTINY Register Number : 35 Order Date : 10/21/2022 10:55 AM	

O	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR	450K6	-1	V-RIBBED BELT D Duralast Serpentine Belt SKU-000242413	32.98	16.49	0.00	-16.49

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$187.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00

Outstanding Cores over 3 days: \$22.00

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

AR CREDIT 30834410570	AM2XHL	-\$16.49	Subtotal	-\$16.49
			Tax	\$0.00
			<b>Total Due</b>	<b>-\$16.49</b>

Piece Count	Page	Total
1	1 of 1	-\$16.49

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cmstretn\_EN\_US\_2.0.5.py

**AutoZone** POLICE

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		Return Invoice Number : 0037959301 Original PO Number : 9926SUV173 Original Invoice Number : 0037959273 Comm Specialist : STEWART,DESTINY Register Number : 35 Order Date : 10/19/2022 02:27 PM	

O	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR	AUX12	-1	DURALAST PLATINUM Duralast Platinum Battery SKU-000478444	190.36	95.18	0.00	-95.18

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$313.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
DLG599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00
1398S	DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00
ETX14	12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00

Outstanding Cores over 3 days: \$112.00

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

AR CREDIT 30834410570	A98TTR	-\$95.18	Subtotal	-\$95.18
			Tax	\$0.00
			<b>Total Due</b>	<b>-\$95.18</b>

Piece Count	Page	Total
1	1 of 1	-\$95.18

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

136



*Police*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037958547  
PO Number : 9921212  
Comm Specialist : BRATTON JR, LC  
Register Number : 35  
Order Date : 10/18/2022 01:11 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
PS3025	2	PS DIESEL KLEEN Power Service Diesel Kleen Cetane Boost SKU-000828045	24.16	12.08	0.00	24.16

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$269.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Cost
DLG599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00
1398S	DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00
H6-DLG	DURALAST GOLD BA	0037955051	12310	2022-10-13	22.00
ETX14	12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00
65-DLG	DURALAST GOLD BA	0037955984	12315	2022-10-14	22.00

Outstanding Cores over 3 days: \$156.00

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

*[Signature]*

AR CREDIT 30834410570      A1H94B      \$24.16      Subtotal      \$24.16  
Tax      \$0.00  
**Total Due      \$24.16**



AZC Savings	Piece Count	Page	Total
\$1.41	2	1 of 1	\$24.16



*Police*

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

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

**Order Information**  
Return Invoice Number : 0037956837  
Original PO Number : 9921212  
Original Invoice Number : 0037958547  
Comm Specialist : BRATTON JR, LC  
Register Number : 35  
Order Date : 10/15/2022 03:53 PM

Q	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
DR	H5-DLG	-1	DURALAST GOLD BA Duralast Gold Battery SKU-000832330	311.58	155.79	0.00	-155.79

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$156.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Cost
DLG599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00

Outstanding Cores over 3 days: \$40.00

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

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



Piece Count	Page	Total
1	1 of 1	-\$155.79

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

137

POLICE



**Commercial Invoice**

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

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

**Order Information**  
Invoice Number : 0037956830  
PO Number : 9924 (SUV0077)  
Comm Specialist : BRATTON JR, LC  
Register Number : 35  
Order Date : 10/15/2022 03:50 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
H5-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000832330	311.58	155.79	Deferred	155.79
Core deferred amount: \$22.00 Core Due Date: 10/19/2022						

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$178.00**

Part #	Core	Order Date	Invoice #	Core ID	Date	Core
DLG599S	DURALAST GOLD S		0037953651	12304	2022-10-11	40.00

Outstanding Cores over 3 days: \$40.00

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

he SUV0077

AR CREDIT 30834410570	AX44AA	\$155.79	Subtotal	\$155.79
			Tax	\$0.00
			<b>Total Due</b>	<b>\$155.79</b>

AZC Savings	Piece Count	Page	Total
\$54.20	1	1 of 1	\$155.79

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POLICE



**Commercial Return**

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

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

**Order Information**  
Return Invoice Number : 0037950612  
Original PO Number : SUV175  
Original Invoice Number : 0037950378  
Comm Specialist : JORDAN, WESLEY  
Register Number : 35  
Order Date : 10/06/2022 05:08 PM

Q	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR	AUX14	-1	DURALAST PLATINUM Duralast Platinum Battery SKU-000755654	199.98	99.99	0.00	-99.99

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$81.00**

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

AR CREDIT 30834410570	AWH7G7	-\$99.99	Subtotal	-\$99.99
			Tax	\$0.00
			<b>Total Due</b>	<b>-\$99.99</b>

Piece Count	Page	Total
1	1 of 1	-\$99.99

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

138



POLICE

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

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

**Order information**  
Return Invoice Number : 0037951247  
Original PO Number : 992 (SUV108)  
Original Invoice Number : 0037951048  
Comm Specialist : STEWART, DESTINY  
Register Number : 35  
Order Date : 10/07/2022 02:53 PM

QTY	Part #	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
UR	3440054	-1 GAS SHOCK R KYB Gas Shock SKU-000825597	168.71	84.35	0.00	-84.35
UR	3440054	-1 GAS SHOCK R KYB Gas Shock SKU-000825597	168.71	84.35	0.00	-84.35

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$81.00**

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

Subtotal -\$168.70  
Tax \$0.00  
AR CREDIT 30834410570 ABG71N -\$168.70  
**Total Due -\$168.70**



Piece Count	Page	Total
2	1 of 1	-\$168.70



POLICE

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order information**  
Invoice Number : 0037950378  
PO Number : (SUV175)  
Comm Specialist : JORDAN, WESLEY  
Register Number : 35  
Order Date : 10/06/2022 12:45 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2021 Dodge/Ram Truck Durango GT 2WD</b>						
H6-AGM	1	DURALAST PLATINUM Duralast Platinum Battery SKU-000319460	360.98	180.49	Deferred	180.49
Core deferred amount: \$22.00 Core Due Date: 10/09/2022						
AUX14	2	DURALAST PLATINUM Duralast Platinum Battery SKU-000755654	199.98	99.99	Deferred	199.98
Core deferred amount: \$22.00 Core Due Date: 10/09/2022						

Pay your bill online at AutoZonePro.com . If you need credentials call 855-853-6459 or email electronic.ordering@autozone.com for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$103.00**

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

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



AZC Savings	Piece Count	Page	Total
\$59.50	3	1 of 1	\$380.47

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

139

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

*Police*

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Invoice Number : 0037943659 PO Number : 99230SUV118 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 10/05/2022 10:57 AM
<b>Bill To</b> CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>2018 Ford Truck Police Interceptor Utility</b>						
000999396	1	DG1Z2200B BRAKE PADS Misc OSB SKU-000999396	218.12	109.06	0.00	109.06
000999396	1	DG1Z2001F BRAKE PADS Misc OSB SKU-000999396	297.58	148.79	0.00	148.79

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

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

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

*Ramon*

AR CREDIT 30834410570	ANSD2H	\$257.85	Subtotal	\$257.85
			Tax	\$0.00
			<b>Total Due</b>	<b>\$257.85</b>

AZC Savings	Piece Count	Page	Total
\$0.00	2	1 of 1	\$257.85

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**AutoZone**  
Commercial Return

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

*Police*

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Return Invoice Number : 0037949319 Original PO Number : 99210SUV63 Original Invoice Number : 0037945886 Comm Specialist : STEWART,DESTINY Register Number : 35 Order Date : 10/04/2022 04:50 PM

O	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR	14177N	-1	DLG NEW CV AXLE DuralastGid CV Axle SKU-000008036	311.98	155.99	0.00	-155.99

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

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

AR CREDIT 30834410570	AU279R	-\$155.99	Subtotal	-\$155.99
			Tax	\$0.00
			<b>Total Due</b>	<b>-\$155.99</b>

Piece Count	Page	Total
1	1 of 1	-\$155.99

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



*Police*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037948926  
PO Number : 9923PT822  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 10/04/2022 08:18 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2015 Ford Truck F-150 XL 2WD</b>						
DL3444S	1	DURALAST STARTER Duralast Starter SKU-000312726	242.98	121.49	Deferred	121.49
Core deferred amount: \$15.00 Core Due Date: 10/07/2022						

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

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

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

*Randy Spens*

AR CREDIT 30834410570 AKUDZ1 \$121.49  
Subtotal \$121.49  
Tax \$0.00  
**Total Due \$121.49**



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AZC Savings	Piece Count	Page	Total
\$98.50	1	1 of 1	\$121.49



*Police*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037949058  
PO Number : 9923PC1686  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 10/04/2022 11:28 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	2	MON5697 REAR SHOCK Misc OSB SKU SKU-000999396	247.94	123.97	0.00	247.94

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

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

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

*Randy Spens*

AR CREDIT 30834410570 AKLPAB \$247.94  
Subtotal \$247.94  
Tax \$0.00  
**Total Due \$247.94**



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AZC Savings	Piece Count	Page	Total
\$0.00	2	1 of 1	\$247.94

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

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**AutoZone** POLICE Store 37  
401 W WDROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

<b>Deliver To</b> <b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344	<b>Order Information</b> Return Invoice Number : 003789177 Original PO Number : 9923PC1686 Original Invoice Number : 0037849058 Comm Specialist : STEWART, DESTINY Register Number : 35 Order Date : 10/04/2022 02:22 PM
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O	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR		-1	COMM. ACCT OUTSIDE BUY Misc OSB SKU	0.02	123.97	0.00	-123.97
			SKU-000999396				
UR		-1	COMM. ACCT OUTSIDE BUY Misc OSB SKU	0.02	123.97	0.00	-123.97
			SKU-000999396				

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

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

AR CREDIT 30834410570	APC6DS	-\$247.94	<b>Subtotal</b>	-\$247.94
			<b>Tax</b>	\$0.00
			<b>Total Due</b>	-\$247.94

Piece Count	Page	Total
2	1 of 1	-\$247.94

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**AutoZone** POLICE AutoZone Store 37  
401 W WDROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b> <b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344	<b>Order Information</b> Invoice Number : 0037885413 PO Number : 99210PC1387 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 06/30/2022 09:18 AM
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<b>Bill To</b> CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067
--	--

Part #	QTY	Description	List	Cost	Core	Total
65-DLG	1	2007 Ford Crown Victoria				
		DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 07/03/2022				

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

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

*Michael Sarr*

AR CREDIT 30834410570	AY7DHJ	\$145.34	<b>Subtotal</b>	\$145.34
			<b>Tax</b>	\$0.00
			<b>Total Due</b>	\$145.34

AZC Savings	Piece Count	Page	Total
\$54.65	1	1 of 1	\$145.34

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



*POLICE*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037916195  
PO Number : 99210PC1976  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 08/17/2022 09:37 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2018 Ford Special Service Police</b>						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 08/20/2022				

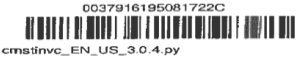
Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$44.00**

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

*WBG*

AR CREDIT 30834410570 AM4BS9 \$145.34  
Subtotal \$145.34  
Tax \$0.00  
**Total Due \$145.34**



AZC Savings	Piece Count	Page	Total
\$54.65	1	1 of 1	\$145.34



*POLICE*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037906586  
PO Number : 99210PC1790  
Comm Specialist : STEWART, DESTINY  
Register Number : 35  
Order Date : 08/02/2022 03:11 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
STPATF41QT	1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	8.99

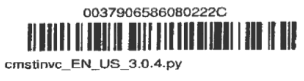
Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email electronic.ordering@autozone.com for assistance.

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

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

*Randy S*

AR CREDIT 30834410570 A0SZGF \$8.99  
Subtotal \$8.99  
Tax \$0.00  
**Total Due \$8.99**



AZC Savings	Piece Count	Page	Total
\$0.00	1	1 of 1	\$8.99

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

143



POLICE

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037906562  
PO Number : 99210 PC1889  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 08/02/2022 02:55 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2003 Chevrolet Truck Blazer 2WD</b>						
75-DLG	1	DURALAST GOLD BAT Duralast Gold Battery SKU-000232746	290.68	145.34	Deferred	145.34
Core deferred amount: \$22.00 Core Due Date: 08/05/2022						
DLA-20	2	DURALAST AERO BL Duralast Aero 20" Wiper Blade SKU-000361617	34.37	17.19	0.00	34.38

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

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

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

*Randy Sperry*

AR CREDIT 30834410570	A4GGH6	\$179.72	Subtotal	\$179.72
			Tax	\$0.00
			<b>Total Due</b>	<b>\$179.72</b>



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AZC Savings	Piece Count	Page	Total
\$59.45	3	1 of 1	\$179.72



POLICE

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

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

**Order Information**  
Return Invoice Number : 0037906561  
Original PO Number : 99210 PC1889  
Original invoice Number : 0037894549  
Comm Specialist : WOOTEN, SAMMIE  
Register Number : 35  
Order Date : 08/02/2022 02:03 PM

...CONTINUED FROM PAGE 1

D	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
AUX14	DURALAST PLATINUM	0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINU	0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

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

*Randy Sperry*

AR CREDIT 30834410570	ALCKRT	-\$206.77	Subtotal	-\$206.77
			Tax	\$0.00
			<b>Total Due</b>	<b>-\$206.77</b>



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Piece Count	Page	Total
23	2 of 2	-\$206.77



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

POLICE



Commercial Return

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Deliver To**

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

**Order Information**

Return Invoice Number : 0037906554  
Original PO Number : 992102 PC1699  
Original Invoice Number : 0037894548  
Comm Specialist : WCOTEN,SAMMIE  
Register Number : 35  
Order Date : 08/02/2022 02:03 PM

O	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	8.99	0.00	-8.99

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Place Count	Page	Total
23	1 of 2	-\$206.77

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POLICE



Commercial Return

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Deliver To**

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

**Order Information**

Return Invoice Number : 0037906517  
Original PO Number : 991002 PC1690  
Original Invoice Number : 0037523999  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 08/02/2022 01:56 PM

O	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	6.99	0.00	-6.99

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Cores Older Than 3 Days	Invoice #	Cores ID	Date	Core
AUX14	DURALAST PLATINUM	0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINU	0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

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

Subtotal	-\$6.99
Tax	\$0.00
AR CREDIT 30834410570 AC7LS4	-\$6.99
<b>Total Due</b>	<b>-\$6.99</b>

Place Count	Page	Total
1	1 of 1	-\$6.99



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

145

**AutoZone** Police

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b>		Return Invoice Number : 0037906516	
<b>4225 Michael Avalon St</b>		Original PO Number : 99210PC1790	
<b>Jackson, MS 39209</b>		Original Invoice Number : 0037636730	
Phone : (601) 960-1029		Comm Specialist : COMMERCIAL SALES	
Customer # : 308344		CENTER	
		Register Number : 35	
		Order Date : 08/02/2022 01:56 PM	

O	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	7.49	0.00	-7.49

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
AUX14	DURALAST PLATINUM	0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINU	0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

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

AR CREDIT 30834410570	AANBPJ	-\$7.49	Subtotal	-\$7.49
			Tax	\$0.00
			<b>Total Due</b>	<b>-\$7.49</b>

Piece Count	Page	Total
1	1 of 1	-\$7.49

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**AutoZone** Police

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b>		Return Invoice Number : 0037906516	
<b>4225 Michael Avalon St</b>		Original PO Number : 99210PC1765	
<b>Jackson, MS 39209</b>		Original Invoice Number : 0037759856	
Phone : (601) 960-1029		Comm Specialist : COMMERCIAL SALES	
Customer # : 308344		CENTER	
		Register Number : 35	
		Order Date : 08/02/2022 01:56 PM	

O	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR	STPATF41QT	-1	STP ATF 4 1Q STP ATF+4 Automatic Trans Fluid SKU-000811758	17.98	7.49	0.00	-7.49

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
AUX14	DURALAST PLATINUM	0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINU	0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

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

AR CREDIT 30834410570	ASJF3H	-\$7.49	Subtotal	-\$7.49
			Tax	\$0.00
			<b>Total Due</b>	<b>-\$7.49</b>

Piece Count	Page	Total
1	1 of 1	-\$7.49

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

**AutoZone** POLICE

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b>		Invoice Number	: 0037906510
4225 Michael Avalon St		PO Number	: 99210PC1889
Jackson, MS 39209		Comm Specialist	: COMMERCIAL SALES
Phone	: (601) 960-1029	Register Number	: 35
Customer #	: 308344	Order Date	: 08/02/2022 01:56 PM
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ		AutoZone, Inc.	
PO BOX 17		PO Box 116067	
JACKSON, MS 39205		Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
15A9FA	24	CASTROL ATF 4 Castrol Transmax ATF+4 Automatic Trans Fluid	22.98	5.29	0.00	126.96
06810		SKU-000854272				
		DEAL: Save on ATF You saved \$148.80				


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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
AUX14	DURALAST PLATINUM	0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINU	0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

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



AR CREDIT 30834410570	A9XAZX	\$126.96	Subtotal	\$126.96
			Tax	\$0.00
			<b>Total Due</b>	<b>\$126.96</b>

AZC Savings	Piece Count	Page	Total
\$0.00	24	1 of 1	\$126.96

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**AutoZone** POLICE

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b>		Invoice Number	: 0037906462
4225 Michael Avalon St		PO Number	: 99210PT807
Jackson, MS 39209		Comm Specialist	: COMMERCIAL SALES
Phone	: (601) 960-1029	Register Number	: 35
Customer #	: 308344	Order Date	: 08/02/2022 01:12 PM
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ		AutoZone, Inc.	
PO BOX 17		PO Box 116067	
JACKSON, MS 39205		Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
7443	1	2015 Chevrolet Truck Colorado 2WD	25.38	12.69	0.00	12.69
		COMMRCIAL 10PK MINI Eiko 10 Pack Bulbs SKU-000312597				


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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
AUX14	DURALAST PLATINUM	0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINU	0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

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



AR CREDIT 30834410570	A1EBSR	\$12.69	Subtotal	\$12.69
			Tax	\$0.00
			<b>Total Due</b>	<b>\$12.69</b>

AZC Savings	Piece Count	Page	Total
\$3.30	1	1 of 1	\$12.69

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



*POWERS*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037917613  
PO Number : 99210PC1731  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 08/19/2022 12:43 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2014 Dodge Charger SE</b>						
SL80822	1	STABILIZER BAR Duralast Sway Bar Link SKU-000306615	69.48	34.74	0.00	34.74
SL80822						

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$66.00**

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

AR CREDIT 30834410570      AWPUMB      \$34.74      Subtotal      \$34.74  
Tax      \$0.00  
**Total Due      \$34.74**



AZC Savings	Piece Count	Page	Total
\$12.75	1	1 of 1	\$34.74

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*POWERS*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037917613  
PO Number : 99210PC1731  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 08/19/2022 12:38 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2014 Dodge Charger SE</b>						
LS53-91231B	2	LOADED STR Duralast Loaded Strut Assembly SKU-001001753	322.72	161.36	0.00	322.72

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$66.00**

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

AR CREDIT 30834410570      AAU0FP      \$322.72      Subtotal      \$322.72  
Tax      \$0.00  
**Total Due      \$322.72**



AZC Savings	Piece Count	Page	Total
\$25.63	2	1 of 1	\$322.72

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

148

POLICE



AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037947605  
PO Number : SUV63  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 08/19/2022 12:29 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2014 Ford Truck Explorer 4WD</b>						
S10590	1	STP OIL FILTER STP Oil Filter SKU-000006190	6.39	3.20	0.00	3.20
VS50722	1	VALVE COVER GASK Mahle Valve Cover Gasket SKU-000837593	134.78	67.39	0.00	67.39

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$66.00**

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

*Handwritten signature*

Subtotal \$70.59  
Tax \$0.00  
AR CREDIT 30834410570 AXCTZF \$70.59 **Total Due \$70.59**



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AZC Savings	Piece Count	Page	Total
\$16.89	2	1 of 1	\$70.59

POLICE



Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

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

**Order Information**  
Return Invoice Number : 0037945629  
Original PO Number : PC1874  
Original Invoice Number : 0037945764  
Comm Specialist : STEWART, DESTINY  
Register Number : 35  
Order Date : 09/30/2022 09:32 AM

QTY	Part #	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
-1	DG1508	DURALAST GOLD BR Duralast Gold Brake Pads SKU-000272746	69.98	34.99	0.00	-\$34.99

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

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



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Subtotal -\$34.99  
Tax \$0.00  
AR CREDIT 30834410570 A41HT7 -\$34.99 **Total Due -\$34.99**

Piece Count	Page	Total
1	1 of 1	-\$34.99

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

149

*PKILL*

<b>AutoZone</b>		Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105				
<b>Commercial Return</b>						
<b>Deliver To</b>		<b>Order Information</b>				
<b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344		Return Invoice Number : 0037945431 Original PO Number : 99210PC1813 Original Invoice Number : 0037945267 Comm Specialist : STEWART, DESTINY Register Number : 35 Order Date : 09/29/2022 03:42 PM				
<b>No vehicle given for the following items</b>						
<b>QTY</b>	<b>Part #</b>	<b>Description</b>	<b>List</b>	<b>Cost</b>	<b>Core</b>	<b>Total</b>
UR	CA5085	-1 CONTROL ARM FT LW Duralast Ball Joint SKU-000847246	134.00	67.00	0.00	-67.00

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

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

AR CREDIT 30834410570	AU46LB	-\$67.00	Subtotal	-\$67.00
			Tax	\$0.00
			<b>Total Due</b>	<b>-\$67.00</b>



cmstretn\_EN\_US\_2.0.5.py

Piece Count	Page	Total
1	1 of 1	-\$67.00

*PKILL*

<b>AutoZone</b>		Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105				
<b>Commercial Return</b>						
<b>Deliver To</b>		<b>Order Information</b>				
<b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344		Return Invoice Number : 0037945431 Original PO Number : 99210PC1813 Original Invoice Number : 0037945406 Comm Specialist : STEWART, DESTINY Register Number : 35 Order Date : 09/29/2022 03:42 PM				
<b>No vehicle given for the following items</b>						
<b>QTY</b>	<b>Part #</b>	<b>Description</b>	<b>List</b>	<b>Cost</b>	<b>Core</b>	<b>Total</b>
UR	CA5086	-1 CONTROL ARM FT LW Duralast Ball Joint SKU-000847204	134.00	67.00	0.00	-67.00
UR	CA5086	-1 CONTROL ARM FT LW Duralast Ball Joint SKU-000847204	134.00	67.00	0.00	-67.00

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

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

AR CREDIT 30834410570	AR69CT	-\$134.00	Subtotal	-\$134.00
			Tax	\$0.00
			<b>Total Due</b>	<b>-\$134.00</b>



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Piece Count	Page	Total
2	1 of 1	-\$134.00

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

150

*Point*



Store 37  
401 W WIDROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

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

**Order Information**  
Return Invoice Number : 0037945492  
Original PO Number : 99210PC1813  
Original Invoice Number : 0037945352  
Comm Specialist : STEWART, DESTINY  
Register Number : 35  
Order Date : 09/29/2022 03:38 PM

O	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR	CA5085	-1	CONTROL ARM FT LW Duralast Ball Joint SKU-000847246	134.00	67.00	0.00	-67.00

**Core Bank**

(Not reflected in invoice total)

**Total Core Bank: \$84.00**

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

Subtotal -\$67.00  
Tax \$0.00  
AR CREDIT 30834410570 AR8980 -\$67.00 **Total Due -\$67.00**



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Piece Count	Page	Total
1	1 of 1	-\$67.00

*Point*



AutoZone Store 37  
401 W WIDROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037945552  
PO Number : 99210PC1813  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 09/29/2022 02:30 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2015 Dodge Charger SE</b>						
CA5085 522-801	1	CONTROL ARM FT LW Duralast Ball Joint SKU-000847246	134.00	67.00	0.00	67.00

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

**Core Bank**

(Not reflected in invoice total)

**Total Core Bank: \$40.00**

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

*Randy*

Subtotal \$67.00  
Tax \$0.00  
AR CREDIT 30834410570 ASNEZL \$67.00 **Total Due \$67.00**



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AZC Savings	Piece Count	Page	Total
\$69.99	1	1 of 1	\$67.00

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

151



9846

AutoZone Store 37  
401 W WDROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

**Deliver To**

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

**Order Information**

Invoice Number : 0037945251  
PO Number : 99210PC1562  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 09/29/2022 02:28 PM

**Bill To**

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

**Remit To**

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2010 Ford Crown Victoria Police Intercep</b>						
C1417-8	1	DURALAST IGN CO Duralast Ignition Coil Multipack SKU-000761089	360.58	180.29	0.00	180.29
SA5056B	1	STP AIR FILTER STP Air Filter SKU-000904263	17.98	8.99	0.00	8.99
000999396	1	FF33595 FUEL FILTER Misc OSB SKU SKU-000999396	58.28	29.14	0.00	29.14
SP-405-X	8	MOTORCRAFT FIN Motorcraft Platinum Spark Plug	10.98	5.49	0.00	43.92
SP-405		SKU-000010298				

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

**Core Bank**

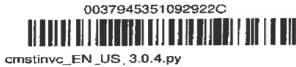
(Not reflected in invoice total)

**Total Core Bank: \$40.00**

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

*Randy D*

Subtotal \$262.34  
Tax \$0.00  
AR CREDIT 30834410570 A5SX1G \$262.34  
**Total Due \$262.34**



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AZC Savings	Piece Count	Page	Total
\$183.70	11	1 of 1	\$262.34



Police

Store 37  
401 W WDROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

**Deliver To**

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

**Order Information**

Return Invoice Number : 0037945249  
Original PO Number : 99210PC1813  
Original Invoice Number : 0037945267  
Comm Specialist : STEWART, DESTINY  
Register Number : 35  
Order Date : 09/29/2022 02:23 PM

QTY	Part #	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
-1	CA5086	CONTROL ARM FT LW Duralast Ball Joint SKU-000847204	134.00	67.00	0.00	-67.00

**Core Bank**

(Not reflected in invoice total)

**Total Core Bank: \$40.00**

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



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Subtotal -\$67.00  
Tax \$0.00  
AR CREDIT 30834410570 A1LBHR -\$67.00  
**Total Due -\$67.00**

Piece Count	Page	Total
1	1 of 1	-\$67.00



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

TRAFFIC ENG.



AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037976399  
PO Number : 9924PT796  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 11/16/2022 12:43 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2014 Dodge/Ram Truck RAM 1500 Special Service 4WD</b>						
53005DL	1	DL ROTOR Duralast Brake Rotor SKU-000523173	162.98	53.65	0.00	53.65
53005		DEAL: DLG/DL Truck You saved \$27.84				
53005DL	1	DL ROTOR Duralast Brake Rotor SKU-000523173	162.98	53.66	0.00	53.66
53005		DEAL: DLG/DL Truck You saved \$27.83				
<b>2014 Dodge/Ram Truck RAM 1500 SLT 2WD</b>						
DG967	1	DURALAST GOLD PAD Duralast Gold Brake Pads	69.98	32.68	0.00	32.68
DG967		SKU-000600628				
		DEAL: DLG/DL Truck You saved \$2.31				
DG1084	1	DURALAST GOLD PAD Duralast Gold Brake Pads	69.98	34.99	0.00	34.99
DG1084		SKU-000759117				

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037972516	12378	2022-11-10	22.00

Outstanding Cores over 3 days: \$22.00

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

Subtotal \$174.98  
Tax \$0.00  
**Total Due \$174.98**



AZC Savings	Piece Count	Page	Total
\$22.00	4	1 of 1	\$174.98

TRAFFIC ENGINEERING



AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037971842  
PO Number : 9924TK714  
Comm Specialist : STEWART, DESTINY  
Register Number : 35  
Order Date : 11/08/2022 10:40 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-00053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 11/11/2022				

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$44.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$22.00

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

*Michael Cl...*

Subtotal \$145.34  
Tax \$0.00  
**Total Due \$145.34**



AZC Savings	Piece Count	Page	Total
\$64.65	1	1 of 1	\$145.34

*Traffic Engineer*

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Invoice Number : 0037971512 PO Number : 9923TK715 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 11/08/2022 01:58 PM
<b>Bill To</b>	<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
STPHME10W301C	36	STP 10W-30 STP High Mileage 10W-30 Motor Oil SKU-000811783 DEAL: Save on Oil! You saved \$49.68	11.74	4.49	0.00	161.64

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

Part #	Core Count	Part #	Core #	Date	Core
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$22.00

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

*Landy S*

AR CREDIT 30834410570	A3D021	\$161.64	Subtotal	\$161.64
			Tax	\$0.00
			<b>Total Due</b>	<b>\$161.64</b>

AZC Savings	Piece Count	Page	Total
\$0.00	36	1 of 1	\$161.64

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*Traffic Eng.*

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Invoice Number : 0037962156 PO Number : 9923F10 Comm Specialist : STEWART, DESTINY Register Number : 35 Order Date : 10/24/2022 11:05 AM
<b>Bill To</b>	<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
35-EFB	1	BATTERY Duralast Platinum Enhanced Flood Battery SKU-001070490 Core deferred amount: \$22.00 Core Due Date: 10/27/2022	361.98	180.99	Deferred	180.99

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$66.00**

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

*WSP*

AR CREDIT 30834410570	AENM5Y	\$180.99	Subtotal	\$180.99
			Tax	\$0.00
			<b>Total Due</b>	<b>\$180.99</b>

AZC Savings	Piece Count	Page	Total
\$49.00	1	1 of 1	\$180.99

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

154



**P.O. Box 7179  
Jackson, MS 39282  
Phone (601)373-9531  
Fax (601)373-9447  
Visit us at:  
www.devineyequipment.com**

SOLD TO  
J00220 CITY OF JACKSON  
FINANCE DEPT  
P O BOX 17  
JACKSON, MS 39205

SHIP TO  
RO 8560# TC-0071 *Water*

Tax	D	Qty	Description	Price	Amount
COMMENT WONT CRANK SERVICED REPAIRED BUCKET CYLINDER REPLACED BATTERY					
N		1	SUBLET LABOR BUCKET CYL ROD	1500.00	1500.00
N		1	PARTS TO SHOP		
N		1	KB 77700-00453 BATTERY GR 120-G	172.47	172.47
N		1	KB HH100-32430 CARTRIDGE FRONT-5C	20.43	20.43
N		1	KB HHV00-51920 FILTER (FUE FRONT-4B	69.66	69.66
N		1	KB 1K947-43120 FILTER CAR FRONT-5B	47.47	47.47
N		1	KB RD451-51940 ASSY ELEMEN FRONT-4A	18.40	18.40
N		1	KB RD809-62240 CARTRIDGE FRONT-6C	120.46	120.46
N		1	KB RD839-62130 FILTER ASSY 98 TOP	255.66	255.66
N		1	KB R1411-64930 ELEMENT FRONT-7E	77.18	77.18
N		1	KB 3A111-19130 FILTER INNE FRONT-5B	18.66	18.66
N		1	KB 59800-26110 FILTER OUTE FRONT-5E	27.74	27.74
N		1	KB T0270-67050 FILTER 72-T	100.14	100.14
N		2	KB 70000-10000 OIL QUART 51 FLOOR	6.42	12.84
N		1	KB 70000-10602 2.5 GAL A/W OIL	56.05	56.05
N		1	MS SUPER SMART GREAS 93-D	15.65	15.65
N		1	MS 765-1314 CLEANER 93-B	9.45	9.45
N		1	KB RD809-62130 ASSY FILTER FRONT-6T	200.00	200.00
N		1	KB RD809-67680 TUBE GREAS	24.81	24.81
N		1	KB 68721-67390 CONNECTOR	23.25	23.25
N		1	KB 68721-67430 CONNECTOR	13.10	13.10
N		2	KB 70000-10609 OIL, 5 GAL OIL	97.67	195.34
** TOTAL PARTS TO SHOP					1535.65
N			SHOP SUPPLIES		30.00
N			CUSTOMER LABOR		1560.00
** TOTAL CUSTOMER LABOR					1560.00
N			FREIGHT & HDLG		65.00
** SUBTOTAL					4690.65
Charge Sale					
Phone: (601) 960-1038					
PAY THIS AMOUNT					\$4690.65



*PW water maint*

AutoZone Store 37  
401 W WIDROW WIL  
JACKSON, MS 39213  
601.353.0105

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

**Order Information**  
Invoice Number : 0037950844  
PO Number : 99230198  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 10/07/2022 08:39 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
No vehicle given for the following items						
DEF002	10	DIESEL EXHUAJST FL BlueDEF Diesel Exhaust Fluid SKU-000248484	40.90	20.45	0.00	204.50

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$81.00**

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

*[Signature]*

AR CREDIT 30834410570 AM60U1 \$204.50  
Subtotal \$204.50  
Tax \$0.00  
**Total Due \$204.50**



**AZC Savings** **Place Count** **Page** **Total**  
**\$1.54** **10** **1 of 1** **\$204.50**

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

155

*WATER*

**AutoZone**  
Commercial Return

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Return Invoice Number : 0037972076 Original PO Number : 9925PT624 Original Invoice Number : 0037976901 Comm Specialist : STEWART, DESTINY Register Number : 35 Order Date : 11/17/2022 01:09 PM

O	Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>							
UR	80499	-1	PS RETURN HOSE AS Duralast Return Hose Assembly SKU-000302357	30.57	15.29	0.00	-15.29

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

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

AR CREDIT 30834410570	AEHSXS	-	\$15.29	Subtotal	-\$15.29
				Tax	\$0.00
				<b>Total Due</b>	<b>-\$15.29</b>

Piece Count	Page	Total
1	1 of 1	-\$15.29

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*WATER*

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Invoice Number : 0037976412 PO Number : 9925TK737 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 11/16/2022 12:48 PM

<b>Bill To</b>	<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	4	78VD002 11R22516 Misc OSB SKU SKU-000999396	883.74	441.87	0.00	1,767.48

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

Part #	Core	Older Than 3 Days	Invoice #	Core ID	Date	Core
65-DLG		DURALAST GOLD BA	0037972516	12378	2022-11-10	22.00

Outstanding Cores over 3 days: \$22.00

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

*RANDY*

AR CREDIT 30834410570	AGBUBR	\$1,767.48	Subtotal	\$1,767.48
			Tax	\$0.00
			<b>Total Due</b>	<b>\$1,767.48</b>

AZC Savings	Piece Count	Page	Total
\$0.00	4	1 of 1	\$1,767.48

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cmstinvc\_EN\_US\_3.0.4.py

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

156

*Water*



AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037976808  
PO Number : 9923TK702  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 11/17/2022 08:22 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2008 Ford Truck F250 Super Duty P/U 2WD</b>						
5902	1	LOCKING FUEL CAP Duralast Locking Fuel Cap SKU-000867126	38.17	19.09	0.00	19.09

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

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

*[Signature]*

AR CREDIT 30834410570      AGRSC6      \$19.09      Subtotal      \$19.09  
Tax      \$0.00  
**Total Due      \$19.09**



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AZC Savings	Piece Count	Page	Total
<b>\$6.90</b>	<b>1</b>	<b>1 of 1</b>	<b>\$19.09</b>

*Water*



AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037976901  
PO Number : 9923PT624  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 11/17/2022 10:32 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2007 Ford Truck F150 1/2 ton P/U 2WD</b>						
80499	1	PS RETURN HOSE AS Duralast Return Hose Assembly SKU-000302357	30.57	15.29	0.00	15.29

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

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

*RANDY*

AR CREDIT 30834410570      AH3NKE      \$15.29      Subtotal      \$15.29  
Tax      \$0.00  
**Total Due      \$15.29**



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AZC Savings	Piece Count	Page	Total
<b>\$2.20</b>	<b>1</b>	<b>1 of 1</b>	<b>\$15.29</b>

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

*WATER*

<b>AutoZone</b> Commercial Invoice		AutoZone Store 37 401 W WDROW WIL JACKSON, MS 39213 601.353.0105
<b>Deliver To</b>		<b>Order Information</b>
CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 003796704 PO Number : 9926PT724 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 11/16/2022 12:46 PM
<b>Bill To</b> CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	4	9000061208 26565R17 Misc OSB SKU SKU-000999396	511.28	255.64	0.00	1,022.56

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

<b>Core Bank</b> (Not reflected in invoice total)	<b>Total Core Bank: \$22.00</b>
---	---------------------------------

Part #	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037972516	12378	2022-11-10	22.00

Outstanding Cores over 3 days: \$22.00

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

<i>Randy Smith</i>	AR CREDIT 30834410570	A5ZFPR	\$1,022.56	Subtotal	\$1,022.56
				Tax	\$0.00
				<b>Total Due</b>	<b>\$1,022.56</b>

AZC Savings	Piece Count	Page	Total
\$0.00	4	1 of 1	\$1,022.56

0037976404111622C  
cmstinvc\_EN\_US\_3.0.4.py

*WATER*

<b>AutoZone</b> Commercial Invoice		AutoZone Store 37 401 W WDROW WIL JACKSON, MS 39213 601.353.0105
<b>Deliver To</b>		<b>Order Information</b>
CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 0037967988 PO Number : 9926PT782 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 11/03/2022 09:16 AM
<b>Bill To</b> CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	1	2181953 26570R16 Misc OSB SKU SKU-000999396	370.24	185.12	0.00	185.12

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

<b>Core Bank</b> (Not reflected in invoice total)	<b>Total Core Bank: \$98.00</b>
---	---------------------------------

Part #	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00
96F-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$98.00

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

<i>Randy Smith</i>	AR CREDIT 30834410570	AZAUML	\$185.12	Subtotal	\$185.12
				Tax	\$0.00
				<b>Total Due</b>	<b>\$185.12</b>

AZC Savings	Piece Count	Page	Total
\$0.00	1	1 of 1	\$185.12

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

*Water*


		AutoZone Store 97 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105																					
<b>Commercial Invoice</b>																							
<b>Deliver To</b> CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		<b>Order information</b> Invoice Number : 0037966661 PO Number : 992561774 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 11/01/2022 11:07 AM																					
<b>Bill To</b> CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067																					
<table border="1"> <thead> <tr> <th>Part #</th> <th>QTY</th> <th>Description</th> <th>List</th> <th>Cost</th> <th>Core</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td align="center" colspan="7"><b>No vehicle given for the following items</b></td> </tr> <tr> <td>000999396</td> <td>2</td> <td>90000008298 LT26570R17 Misc OSB SKU SKU-000999396</td> <td>522.40</td> <td>261.20</td> <td>0.00</td> <td>522.40</td> </tr> </tbody> </table>			Part #	QTY	Description	List	Cost	Core	Total	<b>No vehicle given for the following items</b>							000999396	2	90000008298 LT26570R17 Misc OSB SKU SKU-000999396	522.40	261.20	0.00	522.40
Part #	QTY	Description	List	Cost	Core	Total																	
<b>No vehicle given for the following items</b>																							
000999396	2	90000008298 LT26570R17 Misc OSB SKU SKU-000999396	522.40	261.20	0.00	522.40																	
Pay your bill online at <a href="http://AutoZonePro.com">AutoZonePro.com</a> . If you need credentials call 866-853-6459 or email <a href="mailto:electronic.ordering@autozone.com">electronic.ordering@autozone.com</a> for assistance.																							

<b>Core Bank</b>	(Not reflected in invoice total)	<b>Total Core Bank: \$98.00</b>																														
<table border="1"> <thead> <tr> <th>Part #</th> <th>Core Older Than 3 Days</th> <th>Invoice #</th> <th>Core ID</th> <th>Date</th> <th>Core</th> </tr> </thead> <tbody> <tr> <td>H8-DLG</td> <td>DURALAST GOLD BA</td> <td>0037963185</td> <td>12344</td> <td>2022-10-26</td> <td>22.00</td> </tr> <tr> <td>DL3622-16-10</td> <td>DURALAST AL</td> <td>0037963471</td> <td>12345</td> <td>2022-10-26</td> <td>32.00</td> </tr> <tr> <td>96R-DLG</td> <td>DURALAST GOLD BA</td> <td>0037963850</td> <td>12349</td> <td>2022-10-27</td> <td>22.00</td> </tr> <tr> <td>65-DLG</td> <td>DURALAST GOLD BA</td> <td>0037964396</td> <td>12350</td> <td>2022-10-28</td> <td>22.00</td> </tr> </tbody> </table>	Part #	Core Older Than 3 Days	Invoice #	Core ID	Date	Core	H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00	DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00	96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00	65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00		Outstanding Cores over 3 days: \$98.00
Part #	Core Older Than 3 Days	Invoice #	Core ID	Date	Core																											
H8-DLG	DURALAST GOLD BA	0037963185	12344	2022-10-26	22.00																											
DL3622-16-10	DURALAST AL	0037963471	12345	2022-10-26	32.00																											
96R-DLG	DURALAST GOLD BA	0037963850	12349	2022-10-27	22.00																											
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00																											

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

<i>Randall</i>	AR CREDIT 30834410570	AGGBCM	\$522.40	Subtotal	\$522.40
				Tax	\$0.00
				<b>Total Due</b>	<b>\$522.40</b>

AZC Savings	Piece Count	Page	Total
\$0.00	2	1 of 1	\$522.40

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*Water*

		AutoZone Store 97 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105																					
<b>Commercial Invoice</b>																							
<b>Deliver To</b> CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		<b>Order information</b> Invoice Number : 0037964512 PO Number : 992561737 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 10/28/2022 10:51 AM																					
<b>Bill To</b> CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067																					
<table border="1"> <thead> <tr> <th>Part #</th> <th>QTY</th> <th>Description</th> <th>List</th> <th>Cost</th> <th>Core</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td align="center" colspan="7"><b>No vehicle given for the following items</b></td> </tr> <tr> <td>000999396</td> <td>2</td> <td>AME AMD9025 31580R225 Misc OSB SKU SKU-000999396</td> <td>1,373.06</td> <td>696.53</td> <td>0.00</td> <td>1,373.06</td> </tr> </tbody> </table>			Part #	QTY	Description	List	Cost	Core	Total	<b>No vehicle given for the following items</b>							000999396	2	AME AMD9025 31580R225 Misc OSB SKU SKU-000999396	1,373.06	696.53	0.00	1,373.06
Part #	QTY	Description	List	Cost	Core	Total																	
<b>No vehicle given for the following items</b>																							
000999396	2	AME AMD9025 31580R225 Misc OSB SKU SKU-000999396	1,373.06	696.53	0.00	1,373.06																	
Pay your bill online at <a href="http://AutoZonePro.com">AutoZonePro.com</a> . If you need credentials call 866-853-6459 or email <a href="mailto:electronic.ordering@autozone.com">electronic.ordering@autozone.com</a> for assistance.																							

<b>Core Bank</b>	(Not reflected in invoice total)	<b>Total Core Bank: \$98.00</b>
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MSDS can be ordered upon request  
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

<i>Ken</i>	AR CREDIT 30834410570	AW1HR6	\$1,373.06	Subtotal	\$1,373.06
				Tax	\$0.00
				<b>Total Due</b>	<b>\$1,373.06</b>

AZC Savings	Piece Count	Page	Total
\$0.00	2	1 of 1	\$1,373.06

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

*WATER*



AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037964396  
PO Number : 9924PT624  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 10/28/2022 08:19 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2007 Ford Truck F150 1/2 ton P/U 2WD</b>						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 10/31/2022				

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

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

*[Signature]*

AR CREDIT 30834410570	AUT213	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			<b>Total Due</b>	<b>\$145.34</b>
<b>AZC Savings</b>	<b>Piece Count</b>	<b>Page</b>	<b>Total</b>	
<b>\$64.65</b>	<b>1</b>	<b>1 of 1</b>	<b>\$145.34</b>	



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cmstnvc\_EN\_US\_3.0.4.py

*WATER*



AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037964471  
PO Number : 9924PT632  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 10/26/2022 03:07 PM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2007 Ford Truck F150 1/2 ton P/U 2WD</b>						
305263	1	DURALAST IDLER/T Dayco Belt Tensioner SKU-000428859	66.59	33.29	0.00	33.29
231130	1	DURALAST PULLEY Duralast Idler Pulley SKU-000445419	56.23	28.12	0.00	28.12
DL3622-16-10	1	DURALAST AL Duralast Alternator SKU-000607414	278.98	139.49	Deferred	139.49
		Core deferred amount: \$32.00 Core Due Date: 10/29/2022				

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$54.00**

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

AR CREDIT 30834410570	AU9H6C	\$200.90	Subtotal	\$200.90
			Tax	\$0.00
			<b>Total Due</b>	<b>\$200.90</b>
<b>AZC Savings</b>	<b>Piece Count</b>	<b>Page</b>	<b>Total</b>	
<b>\$138.07</b>	<b>3</b>	<b>1 of 1</b>	<b>\$200.90</b>	



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



*WATER*

AutoZone Store 37  
401 W WDRW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037963208  
PO Number : 9924PT632  
Comm Specialist : COMMERCIAL SALES  
Register Number : 35  
Order Date : 10/26/2022 09:54 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2007 Ford Truck F150 1/2 ton P/U 2WD</b>						
4061030	1	CONTINENTAL SER Continental Serpentine Belt SKU-000190745	69.87	34.93	0.00	34.93
MCK1065	1	COOLING SYSTEM K Duralast Cooling System Kit SKU-000102387	480.68	240.34	0.00	240.34

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

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

*Rosen*

AR CREDIT 30834410570 AS2WTS \$275.27  
Subtotal \$275.27  
Tax \$0.00  
**Total Due \$275.27**



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AZC Savings	Piece Count	Page	Total
\$114.21	2	1 of 1	\$275.27



*WATER*

Store 37  
401 W WDRW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

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

**Order Information**  
Return Invoice Number : 0037956040  
Original PO Number : PC963  
Original Invoice Number : 0037955738  
Comm Specialist : STEWART,DESTINY  
Register Number : 35  
Order Date : 10/14/2022 03:54 PM

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
UR	EGR267	-1 EGR VALVE Duralast EGR Valve SKU-000202991	94.01	47.00	0.00	-47.00

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$156.00**

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

*Rosen*

AR CREDIT 30834410570 A8DRBF -\$47.00  
Subtotal -\$47.00  
Tax \$0.00  
**Total Due -\$47.00**



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Piece Count	Page	Total
1	1 of 1	-\$47.00

*WATER*

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209		Invoice Number : 0037955738	PO Number : PC961
Phone : (601) 960-1029	Customer # : 308344	Comm Specialist : COMMERCIAL SALES CENTER	Register Number : 35
<b>Bill To</b>		Order Date : 10/14/2022 11:35 AM	<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>1999 Ford Taurus</b>						
SU2108	1	DPFE/EGR VLV PRES Duralast EGR Valve Pressure Sensor SKU-000195712	125.78	62.89	0.00	62.89
EGR267	1	EGR VALVE Duralast EGR Valve SKU-000202991	94.01	47.00	0.00	47.00

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank:** \$134.00

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

*WATER*

AR CREDIT 30834410570	A2JHGX	\$109.89	Subtotal	\$109.89
			Tax	\$0.00
			<b>Total Due</b>	<b>\$109.89</b>

AZC Savings	Piece Count	Page	Total
\$41.59	2	1 of 1	\$109.89

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*WATER*

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209		Invoice Number : 0037955738	PO Number : 9926PT694
Phone : (601) 960-1029	Customer # : 308344	Comm Specialist : COMMERCIAL SALES CENTER	Register Number : 35
<b>Bill To</b>		Order Date : 10/12/2022 02:24 PM	<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	2	9000008313 LT24575R17 Misc OSB SKU-000999396	488.72	244.36	0.00	488.72

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank:** \$102.00

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

*Randy*

AR CREDIT 30834410570	ADBWXR	\$488.72	Subtotal	\$488.72
			Tax	\$0.00
			<b>Total Due</b>	<b>\$488.72</b>

AZC Savings	Piece Count	Page	Total
\$0.00	2	1 of 1	\$488.72

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

**AutoZone** WATER

Store 37  
401 W WDROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

<b>Deliver To</b> <b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344	<b>Order Information</b> Return Invoice Number : 0037952946 Original PO Number : 9923PT634 Original Invoice Number : 0037952935 Comm Specialist : STEWART,DESTINY Register Number : 35 Order Date : 10/10/2022 09:22 AM
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QTY	Part #	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
UR	58-DLG	-1 DURALAST GOLD BA Duralast Gold Battery SKU-000232743	290.68	145.34	0.00	-145.34

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$103.00**

Part #	Core Order	Invoice #	Core ID	Date	Core
DL3444S	DURALAST STARTER	0037948926	12287	2022-10-04	15.00
24F-DLG	DURALAST GOLD BA	0037950304	12291	2022-10-06	22.00
AUX14	DURALAST PLATINUM	0037950378	12293	2022-10-06	22.00
H6-AGM	DURALAST PLATINUM	0037950378	12292	2022-10-06	22.00

Outstanding Cores over 3 days: \$81.00

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

AR CREDIT 30834410570	A1JESC	-\$145.34	Subtotal	-\$145.34
			Tax	\$0.00
			<b>Total Due</b>	<b>-\$145.34</b>



Piece Count	Page	Total
1	1 of 1	-\$145.34

**AutoZone** WATER

AutoZone Store 37  
401 W WDROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b> <b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344	<b>Order Information</b> Invoice Number : 0037950304 PO Number : 9923PT679 Comm Specialist : JORDAN, WESLEY Register Number : 35 Order Date : 10/06/2022 10:40 AM
<b>Bill To</b> CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>2009 Nissan/Datsun Truck Titan 2WD</b>						
24F-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000832327	290.68	145.34	Deferred	145.34
24FS-DLG		Core deferred amount: \$22.00 Core Due Date: 10/09/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-653-6459 or email electronic.ordering@autozone.com for assistance.

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

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

AR CREDIT 30834410570	ATG0Z8	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			<b>Total Due</b>	<b>\$145.34</b>



AZC Savings	Piece Count	Page	Total
\$64.65	1	1 of 1	\$145.34

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



*WATER*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

**Deliver To**

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

**Order Information**

Invoice Number : 0037885067  
PO Number : 992101R164  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 06/29/2022 01:28 PM

**Bill To**

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

**Remit To**

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	4	SUM5533466 21575R17 Misc OSB SKU SKU-000999396	845.80	422.90	0.00	1,691.60

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com). If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

Part #	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
35-DLG	DURALAST GOLD BAT	0037881917	12107	2022-06-24	22.00

Outstanding Cores over 3 days: \$22.00

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

*Randy Sperry*

AR CREDIT 30834410570	AF8P9U	\$1,691.60	Subtotal	\$1,691.60
			Tax	\$0.00
			<b>Total Due</b>	<b>\$1,691.60</b>

AZC Savings	Piece Count	Page	Total
\$0.00	4	1 of 1	\$1,691.60

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*WATER*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

**Deliver To**

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

**Order Information**

Invoice Number : 0037885744  
PO Number : 992101F12  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 06/30/2022 02:54 PM

**Bill To**

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

**Remit To**

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	2	991302 195L24 Misc OSB SKU SKU-000999396	1,401.00	700.50	0.00	1,401.00

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com). If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

Core Bank	(Not reflected in invoice total)	Total Core Bank:	\$22.00
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MSDS can be ordered upon request  
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

*Randy Sperry*

AR CREDIT 30834410570	AJDSTT	\$1,401.00	Subtotal	\$1,401.00
			Tax	\$0.00
			<b>Total Due</b>	<b>\$1,401.00</b>

AZC Savings	Piece Count	Page	Total
\$0.00	2	1 of 1	\$1,401.00

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

**AutoZone** *Water*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b>		Invoice Number	: 003788798
<b>4225 Michael Avalon St</b>		PO Number	: 99210PT687
<b>Jackson, MS 39209</b>		Comm Specialist	: COMMERCIAL SALES
Phone	: (601) 960-1029	Register Number	: 35
Customer #	: 308344	Order Date	: 07/05/2022 09:31 AM
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ		AutoZone, Inc.	
PO BOX 17		PO Box 116067	
JACKSON, MS 39205		Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	1	MXSTP00319100 23570R17 Misc OSB SKU SKU-000999396	400.84	200.42	0.00	200.42

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com). If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

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

*Randy Jones*

AR CREDIT 30834410570	AZ24SJ	\$200.42	Subtotal	\$200.42
			Tax	\$0.00
			<b>Total Due</b>	<b>\$200.42</b>

AZC Savings	Piece Count	Page	Total
<b>\$0.00</b>	<b>1</b>	<b>1 of 1</b>	<b>\$200.42</b>

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**AutoZone** *Water*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b>		Invoice Number	: 003790268
<b>4225 Michael Avalon St</b>		PO Number	: 99210PT724
<b>Jackson, MS 39209</b>		Comm Specialist	: COMMERCIAL SALES
Phone	: (601) 960-1029	Register Number	: 35
Customer #	: 308344	Order Date	: 08/02/2022 10:23 AM
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ		AutoZone, Inc.	
PO BOX 17		PO Box 116067	
JACKSON, MS 39205		Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>2011 Dodge/Ram Truck Dakota Big Horn 2WD</b>						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 08/05/2022				

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com). If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Core	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
AUX14	DURALAST PLATINUM		0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINU		0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

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

*Randy Jones*

AR CREDIT 30834410570	AD09AU	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			<b>Total Due</b>	<b>\$145.34</b>

AZC Savings	Piece Count	Page	Total
<b>\$54.65</b>	<b>1</b>	<b>1 of 1</b>	<b>\$145.34</b>

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

**AutoZone**

*WATER*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209		Invoice Number : 0037894533	PO Number : 99210TK618
Phone : (601) 960-1029	Customer # : 308344	Comm Specialist : COMMERCIAL SALES CENTER	Register Number : 35
<b>Bill To</b>		Order Date : 07/14/2022 08:51 AM	<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
AXA0B3	12	AUTOZONE AF FS AutoZone Full Strength Antifreeze/Coolant	26.86	8.99	0.00	107.88
SXA0B3		SKU-000000367 DEAL: Save on Antifreeze You saved \$53.28				
AXA0B3	6	AUTOZONE AF FS AutoZone Full Strength Antifreeze/Coolant	26.86	9.99	0.00	59.94
SXA0B3		SKU-000000367 DEAL: Save on Antifreeze You saved \$20.64				
STPHME10W301Q	48	STP 10W-30 STP High Mileage 10W-30 Motor Oil	11.74	4.09	0.00	196.32
		SKU-000811783 DEAL: Save On Oil You saved \$85.44				
AZP-10	36	AZ BRAKE PARTS CL Brake Cleaner SKU-000008130	7.42	2.99	0.00	107.64
SP-BFC-10		DEAL: Save on You saved \$25.92				

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

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

*Randy Spivey*

AR CREDIT 30834410570	ACRM32	\$471.78	Subtotal	\$657.06
			Tax	\$0.00
			<b>Total Due</b>	<b>\$471.78</b>

AZC Savings	Piece Count	Page	Total
\$0.00	102	1 of 1	\$471.78

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**AutoZone**

*WATER*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209		Invoice Number : 0037897406	PO Number : 99210PT631
Phone : (601) 960-1029	Customer # : 308344	Comm Specialist : COMMERCIAL SALES CENTER	Register Number : 35
<b>Bill To</b>		Order Date : 08/03/2022 01:54 PM	<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>2007 Ford Truck Ranger 2WD</b>						
DLT-18	2	DURALAST AERO TR Duralast Wiper SKU-000280479	36.18	18.09	0.00	36.18

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$54.00**

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

*[Signature]*

AR CREDIT 30834410570	AWZ754	\$36.18	Subtotal	\$36.18
			Tax	\$0.00
			<b>Total Due</b>	<b>\$36.18</b>

AZC Savings	Piece Count	Page	Total
\$1.90	2	1 of 1	\$36.18

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

WATER



AutoZone Store 37  
401 W WDBROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037916224  
PO Number : 99210PT748  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 08/17/2022 10:12 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2011 Ford Truck F-250 Super Duty XL 2WD</b>						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-00053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 08/20/2022				

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$66.00**

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

*[Signature]*

AR CREDIT 30834410570	A8SHC7	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			<b>Total Due</b>	<b>\$145.34</b>
<b>AZC Savings</b>	<b>Piece Count</b>	<b>Page</b>	<b>Total</b>	
<b>\$54.65</b>	<b>1</b>	<b>1 of 1</b>	<b>\$145.34</b>	



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WATER



AutoZone Store 37  
401 W WDBROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037916278  
PO Number : 99210TK738  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 08/17/2022 11:35 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	1	HAN 3002449 12R225 HANK00K AH37 AP HI Misc OSB SKU SKU-000999396	1,748.74	874.37	0.00	874.37

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$66.00**

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

*[Signature]*

AR CREDIT 30834410570	A1K3FC	\$874.37	Subtotal	\$874.37
			Tax	\$0.00
			<b>Total Due</b>	<b>\$874.37</b>
<b>AZC Savings</b>	<b>Piece Count</b>	<b>Page</b>	<b>Total</b>	
<b>\$0.00</b>	<b>1</b>	<b>1 of 1</b>	<b>\$874.37</b>	



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

WATER

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b>		Invoice Number	: 0037917489
<b>4225 Michael Avalon St</b>		PO Number	: 99210PT737
<b>Jackson, MS 39209</b>		Comm Specialist	: COMMERCIAL SALES CENTER
Phone	: (601) 960-1029	Register Number	: 35
Customer #	: 308344	Order Date	: 08/19/2022 09:38 AM
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ		AutoZone, Inc.	
PO BOX 17		PO Box 118067	
JACKSON, MS 39205		Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>2011 Ford Truck F-150 XL 2WD</b>						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 08/22/2022				

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$88.00**

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

*Victor M. Pickard*

AR CREDIT 30834410570	A6WNTH	\$145.34	Subtotal	\$145.34
			Tax	\$0.00
			<b>Total Due</b>	<b>\$145.34</b>

AZC Savings	Piece Count	Page	Total
\$54.65	1	1 of 1	\$145.34

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WATER

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b>		Invoice Number	: 0037917727
<b>4225 Michael Avalon St</b>		PO Number	: 99210PT748
<b>Jackson, MS 39209</b>		Comm Specialist	: STEWART, DESTINY
Phone	: (601) 960-1029	Register Number	: 35
Customer #	: 308344	Order Date	: 08/19/2022 02:28 PM
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ		AutoZone, Inc.	
PO BOX 17		PO Box 118067	
JACKSON, MS 39205		Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-000053433	290.68	0.00	22.00	22.00
65S-DLG						

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$44.00**

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

*Core Distenens*

AR CREDIT 30834410570	A78F1S	\$22.00	Subtotal	\$22.00
			Tax	\$0.00
			<b>Total Due</b>	<b>\$22.00</b>

AZC Savings	Piece Count	Page	Total
\$0.00	1	1 of 1	\$22.00

0037917727081922C  
cmstlnvc\_EN\_US\_3.0.4.py



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

168

**AutoZone** WATER

AutoZone Store 37  
401 W WDRGW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209		Invoice Number : 0037920313	PO Number : 9921 (PT765)
Phone : (601) 960-1029	Customer # : 308344	Comm Specialist : STEWART, DESTINY	Register Number : 35
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>2012 Ford Truck F-150 FX2 2WD</b>						
DG1602	1	DURALAST GOLD PA Duralast Gold Brake Pads SKU-000511230	70.38	35.19	0.00	35.19

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

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

AR CREDIT 30834410570	AA8EWE	\$35.19	Subtotal	\$35.19
			Tax	\$0.00
			<b>Total Due</b>	<b>\$35.19</b>



AZC Savings	Piece Count	Page	Total
\$17.80	1	1 of 1	\$35.19



Jackson, MS 39204  
(601) 948-6740 • Fax: (601) 353-8311  
(Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

**MAIL REMITTANCE TO:**  
P.O. Box 6076  
Jackson, MS 39288

*Sewer*

<b>Account#</b> 21595M	<b>Order #</b> 201252	<b>Brc</b> 001	<b>Sls</b> 12	<b>R E N T A L I N V O I C E</b>		<b>Date</b> 07/18/22	<b>Invoice #</b> 00119867	<b>Page</b> 1	
<b>Sold To:</b> CITY OF JACKSON P O BOX 17 JACKSON MS 39205				<b>Ship To:</b> CITY OF JACKSON P O BOX 17 SANITARY SEWER DIVISON JACKSON Ship Via 03191624				<b># 16</b> MS 39205	
<b>Entered By</b> 439mark	<b>Customer Purchase Order</b> 22001148-00			<b>Customer Contact</b> DANIEL THOMAS			<b>Ord Date</b> 04-23-21		
<b>Model</b>	<b>Serial Number</b>	<b>Equip ID</b>	<b>Customer Job #</b>	<b>Customer Phone #</b> 601-960-1168					
<b>Ord</b>	<b>Ship</b>	<b>B/O</b>	<b>Part Number</b>	<b>Description</b>	<b>Unit Price</b>	<b>UM</b>	<b>Extended</b>		
!!!! WE THANK YOU FOR YOUR BUSINESS !!!!									
	1		Id# 03191624 Model-210X4EX 48" BUCKET, AUX HYDRAULICS	FROM: 06/17/22 THRU: 07/14/22 Serial#-210Q7NKHEX1624			28	Days	
							4,950.00		
				<b>Sub Total</b>			4,950.00		
		NT		<b>Sales Tax Number -</b>			0.00		

Customer Signature

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE  
NO PARTS RETURNS ON ELECTRICAL &  
SPECIAL ORDER PARTS

**Total Invoice Due By:** 4,950.00

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

<b>Account#</b> 21595M	<b>Order #</b> 201252	<b>Brc</b> 001	<b>Sls</b> 12	<b>R E N T A L I N V O I C E</b>	<b>Date</b> 08/18/22	<b>Invoice #</b> 00119891	<b>Page</b> 1
<b>Sold To:</b> 000 CITY OF JACKSON P O BOX 17 JACKSON MS 39205				<b>Ship To:</b> # 17 CITY OF JACKSON P O BOX 17 SANITARY SEWER DIVISON JACKSON MS 39205 Ship Via 03191624			

<b>Entered By</b> 439mark	<b>Customer Purchase Order</b> 22001148-00	<b>Customer Contact</b> DANIEL THOMAS	<b>Ord Date</b> 04-23-21
<b>Model</b>	<b>Serial Number</b>	<b>Equip ID</b>	<b>Customer Job #</b> 601-960-1168

Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended
!!!! WE THANK YOU FOR YOUR BUSINESS !!!!							
1			Id# 03191624 Model-210X4EX 48" BUCKET, AUX HYDRAULICS	FROM: 07/15/22 THRU: 08/11/22 Serial#-210Q7NKHEX1624	28	Days	4,950.00
<b>Sub Total</b>							4,950.00
NT Sales Tax Number -							0.00

Customer Signature \_\_\_\_\_  
NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE  
NO PARTS RETURNS ON ELECTRICAL &  
SPECIAL ORDER PARTS

**Total Invoice**  
Due By: 4,950.00



**MID-SOUTH  
Machinery, Inc.**

Jackson, MS 39204  
(601) 948-6740 • Fax: (601) 353-8311  
(Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

**MAIL REMITTANCE TO**  
P.O. Box 6076  
Jackson, MS 39288

<b>Account#</b> 21595M	<b>Order #</b> 201252	<b>Brc</b> 001	<b>Sls</b> 12	<b>R E N T A L I N V O I C E</b>	<b>Date</b> 09/08/22	<b>Invoice #</b> 00119911	<b>Page</b> 1
<b>Sold To:</b> 000 CITY OF JACKSON P O BOX 17 JACKSON MS 39205				<b>Ship To:</b> # 18 CITY OF JACKSON P O BOX 17 SANITARY SEWER DIVISON JACKSON MS 39205 Ship Via 03191624			

<b>Entered By</b> 439mark	<b>Customer Purchase Order</b> 22001148-00	<b>Customer Contact</b> DANIEL THOMAS	<b>Ord Date</b> 04-23-21
<b>Model</b>	<b>Serial Number</b>	<b>Equip ID</b>	<b>Customer Job #</b> 601-960-1168

Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended
!!!! WE THANK YOU FOR YOUR BUSINESS !!!!							
1			Id# 03191624 Model-210X4EX 48" BUCKET, AUX HYDRAULICS	FROM: 08/12/22 THRU: 09/08/22 Serial#-210Q7NKHEX1624	28	Days	4,950.00
<b>Sub Total</b>							4,950.00
NT Sales Tax Number -							0.00

Customer Signature \_\_\_\_\_  
NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE  
NO PARTS RETURNS ON ELECTRICAL &  
SPECIAL ORDER PARTS

**Total Invoice**  
Due By: 4,950.00

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, OCTOBER 10, 2023 10:00 A.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# 21595M	Order # 201252	Bro 001	Sls 12	<b>R E N T A L I N V O I C E</b>		Date 03/05/22	Invoice # 00119549	Page 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 JACKSON Ship Via 03191624			# 10 MS 39205		
Entered By 439mark	Customer Purchase Order			Customer Contact DANIEL THOMAS			Ord Date 04-23-21	
Model	Serial Number	Equip ID	Customer Job #	Customer Phone # 601-960-1168				
Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended	
!!!! WE THANK YOU FOR YOUR BUSINESS !!!!								
	1		Id# 03191624 Model-210X4EX 48" BUCKET, AUX HYDRAULICS	FROM: 12/31/21 THRU: 01/27/22 Serial#-210Q7NKHEX1624	28	Days		
							4,950.00	
				Sub Total			4,950.00	
		NT		Sales Tax Number -			0.00	

Customer Signature \_\_\_\_\_

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE  
NO PARTS RETURNS ON ELECTRICAL &  
SPECIAL ORDER PARTS

Total Invoice Due By: 4,950.00



**MID-SOUTH  
Machinery, Inc.**

Jackson, MS 39204  
(601) 948-6740 • Fax: (601) 353-8311  
(Out-of-State WATS) 1-800-634-1205 • 1-800-898-0045 (MS WATS)

MAIL REMITTANCE TO:  
P.O. Box 6076  
Jackson, MS 39288

Account# 21595M	Order # 201252	Bro 001	Sls 12	<b>R E N T A L I N V O I C E</b>		Date 03/25/22	Invoice # 00119667	Page 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 JACKSON Ship Via 03191624			# 11 MS 39205		
Entered By 439mark	Customer Purchase Order 22001148-00			Customer Contact DANIEL THOMAS			Ord Date 04-23-21	
Model	Serial Number	Equip ID	Customer Job #	Customer Phone # 601-960-1168				
Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended	
!!!! WE THANK YOU FOR YOUR BUSINESS !!!!								
	1		Id# 03191624 Model-210X4EX 48" BUCKET, AUX HYDRAULICS	FROM: 01/28/22 THRU: 02/24/22 Serial#-210Q7NKHEX1624	28	Days		
							4,950.00	
				Sub Total			4,950.00	
		NT		Sales Tax Number -			0.00	

Customer Signature \_\_\_\_\_

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE  
NO PARTS RETURNS ON ELECTRICAL &  
SPECIAL ORDER PARTS

Total Invoice Due By: 4,950.00

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



**MAIL REMITTANCE TO:**  
P.O. Box 6076  
Jackson, MS 39288

Account# 21595M	Order # 201252	Brn 001	Slr 12	<b>R E N T A L I N V O I C E</b>		Date 04/20/22	Invoice # 00119715	Page 1
Sold To: 000 CITY OF JACKSON P O BOX 17 JACKSON MS 39205				Ship To: # 12 CITY OF JACKSON P O BOX 17 SANITARY SEWER DIVISON JACKSON MS 39205 Ship Via 03191624				
Entered By 439mark	Customer Purchase Order 22001148-00		Customer Contact DANIEL THOMAS			Ord Date 04-23-21		
Model	Serial Number	Equip ID	Customer Job #	Customer Phone # 601-960-1168				
Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended	
!!!! WE THANK YOU FOR YOUR BUSINESS !!!!								
	1		Id# 03191624 Model-210X4EX 48" BUCKET, AUX HYDRAULICS	FROM: 02/25/22 THRU: 03/24/22 Serial#-210Q7NKHEX1624			28	Days
								4,950.00
				Sub Total				4,950.00
			NT	Sales Tax Number -				0.00

*Customer Signature*

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE  
NO PARTS RETURNS ON ELECTRICAL &  
SPECIAL ORDER PARTS

Total Invoice Due By: 4,950.00



**MAIL REMITTANCE TO:**  
P.O. Box 6076  
Jackson, MS 39288

Account# 21595M	Order # 201252	Brn 001	Slr 12	<b>R E N T A L I N V O I C E</b>		Date 05/10/22	Invoice # 00119738	Page 1
Sold To: 000 CITY OF JACKSON P O BOX 17 JACKSON MS 39205				Ship To: # 13 CITY OF JACKSON P O BOX 17 SANITARY SEWER DIVISON JACKSON MS 39205 Ship Via 03191624				
Entered By 439mark	Customer Purchase Order 22001148-00		Customer Contact DANIEL THOMAS			Ord Date 04-23-21		
Model	Serial Number	Equip ID	Customer Job #	Customer Phone # 601-960-1168				
Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended	
!!!! WE THANK YOU FOR YOUR BUSINESS !!!!								
	1		Id# 03191624 Model-210X4EX 48" BUCKET, AUX HYDRAULICS	FROM: 03/25/22 THRU: 04/21/22 Serial#-210Q7NKHEX1624			28	Days
								4,950.00
				Sub Total				4,950.00
			NT	Sales Tax Number -				0.00

*Customer Signature*

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE  
NO PARTS RETURNS ON ELECTRICAL &  
SPECIAL ORDER PARTS

Total Invoice Due By: 4,950.00

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



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# 21595M	Order # 201252	Brc 001	Sls 12	<b>R E N T A L I N V O I C E</b>		Date 06/06/22	Invoice # 00119763	Page 1
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Sold To: 000  
CITY OF JACKSON  
P O BOX 17  
JACKSON MS 39205

Ship To: # 14  
CITY OF JACKSON  
P O BOX 17  
SANITARY SEWER DIVISON  
JACKSON MS 39205  
Ship Via 03191624

Entered By 439mark	Customer Purchase Order 22001148-00	Customer Contact DANIEL THOMAS	Ord Date 04-23-21
Model	Serial Number	Equip ID	Customer Job # Customer Phone # 601-960-1168

Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended	
!!!! WE THANK YOU FOR YOUR BUSINESS !!!!								
1			Id# 03191624 Model-210X4EX 48" BUCKET, AUX HYDRAULICS	FROM: 04/22/22 THRU: 05/19/22 Serial#-210Q7NKHEX1624	28	Days	4,950.00	
			Sub Total					4,950.00
		NT	Sales Tax Number -					0.00

*Customer Signature*

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE  
NO PARTS RETURNS ON ELECTRICAL &  
SPECIAL ORDER PARTS

Total Invoice Due By: 4,950.00



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# 21595M	Order # 201252	Brc 001	Sls 12	<b>R E N T A L I N V O I C E</b>		Date 06/27/22	Invoice # 00119803	Page 1
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Sold To: 000  
CITY OF JACKSON  
P O BOX 17  
JACKSON MS 39205

Ship To: # 15  
CITY OF JACKSON  
P O BOX 17  
SANITARY SEWER DIVISON  
JACKSON MS 39205  
Ship Via 03191624

Entered By 439mark	Customer Purchase Order 22001148-00	Customer Contact DANIEL THOMAS	Ord Date 04-23-21
Model	Serial Number	Equip ID	Customer Job # Customer Phone # 601-960-1168

Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended	
!!!! WE THANK YOU FOR YOUR BUSINESS !!!!								
1			Id# 03191624 Model-210X4EX 48" BUCKET, AUX HYDRAULICS	FROM: 05/20/22 THRU: 06/16/22 Serial#-210Q7NKHEX1624	28	Days	4,950.00	
			Sub Total					4,950.00
		NT	Sales Tax Number -					0.00

*Customer Signature*

NO PARTS RETURNS 30 DAYS FROM DATE OF PURCHASE  
NO PARTS RETURNS ON ELECTRICAL &  
SPECIAL ORDER PARTS

Total Invoice Due By: 4,950.00

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

FIRE

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Invoice Number : 003799941 PO Number : 9923TK758 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 11/04/2022 04:22 PM
<b>Bill To</b> CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	6	AME AMD2041 LT24575R17 Misc OSB SKU SKU-000999396	463.60	231.80	0.00	1,390.80

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

Part #	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037964396	12350	2022-10-28	22.00

Outstanding Cores over 3 days: \$22.00

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

*RANDY*

AR CREDIT 30834410570	AX2X3G	\$1,390.80	Subtotal	\$1,390.80
			Tax	\$0.00
			<b>Total Due</b>	<b>\$1,390.80</b>

AZC Savings	Piece Count	Page	Total
\$0.00	6	1 of 1	\$1,390.80

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cmstnvc\_EN\_US\_3.0.4.py

FIRE

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Invoice Number : 003795900 PO Number : 9923TK762 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 10/19/2022 09:27 AM
<b>Bill To</b> CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	2	SG204080 LIFT SUPPORT Misc OSB SKU SKU-000999396	99.50	49.75	0.00	99.50

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$225.00**

Part #	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
DI.G599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00
1398S	DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00
ETX14	12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00

Outstanding Cores over 3 days: \$112.00

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

*RANDY*

AR CREDIT 30834410570	A8H0EK	\$99.50	Subtotal	\$99.50
			Tax	\$0.00
			<b>Total Due</b>	<b>\$99.50</b>

AZC Savings	Piece Count	Page	Total
\$0.00	2	1 of 1	\$99.50

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

**AutoZone** AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<p><b>Deliver To</b></p> <p><b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209</p> <p>Phone : (601) 960-1029 Customer # : 308344</p> <p><b>Bill To</b></p> <p>CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205</p>	<p><b>Order Information</b></p> <p>Invoice Number : 003795901 PO Number : 9923TK762 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 10/19/2022 09:28 AM</p> <p><b>Remit To</b></p> <p>AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067</p>
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Part #	QTY	Description	List	Cost	Core	Total
<b>2012 Ford Truck F-350 Super Duty XL 2WD</b>						
65-DLG	1	DURALAST GOLD BA Duralast Gold Battery SKU-00053433	290.68	145.34	Deferred	145.34
65S-DLG		Core deferred amount: \$22.00 Core Due Date: 10/22/2022				

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$247.00**

Part #	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
DLG5995	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00
13985	DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00
ETX14	12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00

Outstanding Cores over 3 days: \$112.00

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

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Subtotal	\$145.34
Tax	\$0.00
<b>Total Due</b>	<b>\$145.34</b>

AR CREDIT 30834410570      AG162T      \$145.34

AZC Savings	Piece Count	Page	Total
<b>\$64.65</b>	<b>1</b>	<b>1 of 1</b>	<b>\$145.34</b>

**AutoZone** AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<p><b>Deliver To</b></p> <p><b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209</p> <p>Phone : (601) 960-1029 Customer # : 308344</p> <p><b>Bill To</b></p> <p>CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205</p>	<p><b>Order Information</b></p> <p>Invoice Number : 003795548 PO Number : 9923TK762 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 10/18/2022 01:19 PM</p> <p><b>Remit To</b></p> <p>AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067</p>
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Part #	QTY	Description	List	Cost	Core	Total
<b>2012 Ford Truck E-350 Super Duty</b>						
DLT-20	2	DURALAST AERO TR Duralast Wiper Blade SKU-000280487	39.98	19.99	0.00	39.98

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$269.00**

Part #	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
DLG5995	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00
13985	DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00
H6 DLG	DURALAST GOLD BA	0037955051	12310	2022-10-13	22.00
ETX14	12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00
65-DLG	DURALAST GOLD BA	0037955984	12315	2022-10-14	22.00

Outstanding Cores over 3 days: \$156.00

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

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Subtotal	\$39.98
Tax	\$0.00
<b>Total Due</b>	<b>\$39.98</b>

AR CREDIT 30834410570      A4AUF0      \$39.98

AZC Savings	Piece Count	Page	Total
<b>\$0.00</b>	<b>2</b>	<b>1 of 1</b>	<b>\$39.98</b>

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

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*FTRS*

AutoZone Store 37  
401 W WPCROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037958300  
PO Number : 9923TK760  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 10/18/2022 09:28 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2012 Ford Truck F-350 Super Duty XL 2WD</b>						
DG1333	1	DURALAST GOLD PAD Duralast Gold Brake Pads SKU-000237426 DEAL: DLG/DL EXC You saved \$1.92	72.38	34.27	0.00	34.27
DG1334	1	DURALAST GOLD PAD Duralast Gold Brake Pads SKU-000237427	69.98	34.99	0.00	34.99
18-B5023 99-17936L	1	BRACKETED CALI Duralast Roman Bracketed Caliper SKU-000564790 Core deferred amount: \$55.00 Core Due Date: 10/21/2022	139.85	69.93	Deferred	69.93
75027DL	2	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 electronic.ordering@autozone.com for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$269.00**

Part #	Core	Invoice #	Core ID	Date	Core
DLG599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00
13985	DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00
H6-DLG	DURALAST GOLD BA	0037955051	12310	2022-10-13	22.00
ETX14	12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00
65-DLG	DURALAST GOLD BA	0037955984	12315	2022-10-14	22.00

Outstanding Cores over 3 days: \$156.00

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

Subtotal \$537.07  
Tax \$0.00  
AR CREDIT 30834410570 ANEYBJ \$537.07 **Total Due \$537.07**



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AZC Savings	Piece Count	Page	Total
\$44.56	5	1 of 1	\$537.07



*FTR*

AutoZone Store 37  
401 W WPCROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037958308  
PO Number : 9923TK760  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 10/18/2022 09:37 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2012 Ford Truck F-350 Super Duty XL 2WD</b>						
DG1333	1	DURALAST GOLD PAD Duralast Gold Brake Pads SKU-000237426 DEAL: DLG/DL EXC You saved \$1.50	72.38	34.69	0.00	34.69
42259	2	DURALAST BRAKE RO Duralast Brake Rotor SKU-000914209 DEAL: DLG/DL EXC You saved \$36.12	339.98	151.93	0.00	303.86

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$269.00**

Part #	Core	Invoice #	Core ID	Date	Core
DLG599S	DURALAST GOLD S	0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00
13985	DURALAST ALTERNATO	0037954379	12306	2022-10-12	40.00
H6-DLG	DURALAST GOLD BA	0037955051	12310	2022-10-13	22.00
ETX14	12V-14 AGM POWERSP	0037955051	12309	2022-10-13	10.00
65-DLG	DURALAST GOLD BA	0037955984	12315	2022-10-14	22.00

Outstanding Cores over 3 days: \$156.00

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

Subtotal \$338.55  
Tax \$0.00  
AR CREDIT 30834410570 AF1HFV \$338.55 **Total Due \$338.55**



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AZC Savings	Piece Count	Page	Total
\$0.00	3	1 of 1	\$338.55



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

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*FILE*

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Return**

**Deliver To**

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

**Order Information**

Return Invoice Number : 0037958914  
Original PO Number : 9925TK760  
Original Invoice Number : 0037958300  
Comm Specialist : STEWART,DESTINY  
Register Number : 35  
Order Date : 10/18/2022 09:39 AM

QTY	Part #	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
UR	DG1333	-1 DURALAST GOLD PAD Duralast Gold Brake Pads SKU-000237426	72.38	34.27	0.00	-34.27
UR	75027DL	-1 DURALAST COATED Duralast Coated Rotor SKU-000792849	443.98	198.94	0.00	-198.94
UR	75027DL	-1 DURALAST COATED Duralast Coated Rotor SKU-000792849	443.98	198.94	0.00	-198.94

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$269.00**

Part #	Core Order	Thru 3 Days	Invoice #	Core ID	Date	Core
DLG599S	DURALAST GOLD S		0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA		0037954360	12305	2022-10-12	22.00
1398S	DURALAST ALTERNATO		0037954379	12306	2022-10-12	40.00
H6-DLG	DURALAST GOLD BA		0037955051	12310	2022-10-13	22.00
ETX14	12V-14 AGM POWERSP		0037955051	12309	2022-10-13	10.00
65-DLG	DURALAST GOLD BA		0037955984	12315	2022-10-14	22.00

Outstanding Cores over 3 days: \$156.00

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

AR CREDIT 30834410570 A3ZA10 -\$432.15  
Subtotal -\$432.15  
Tax \$0.00  
**Total Due -\$432.15**



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Place Count	Page	Total
3	1 of 1	-\$432.15



*FILE*

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

**Deliver To**

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

**Order Information**

Invoice Number : 0037957906  
PO Number : 9925TK760  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 10/17/2022 02:47 PM

**Bill To**

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

**Remit To**

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2012 Ford Truck F-350 Super Duty KingRanch 2WD</b>						
710584	1	DL WHEEL SEAL Bearings & Seals Wheel Seal - Front SKU-000247519	15.18	7.59	0.00	7.59

Pay your bill online at AutoZonePro.com . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$214.00**

Part #	Core Order	Thru 3 Days	Invoice #	Core ID	Date	Core
DLG599S	DURALAST GOLD S		0037953651	12304	2022-10-11	40.00
65-DLG	DURALAST GOLD BA		0037954360	12305	2022-10-12	22.00
1398S	DURALAST ALTERNATO		0037954379	12306	2022-10-12	40.00
H6-DLG	DURALAST GOLD BA		0037955051	12310	2022-10-13	22.00
ETX14	12V-14 AGM POWERSP		0037955051	12309	2022-10-13	10.00

Outstanding Cores over 3 days: \$134.00

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

*Handwritten Signature*

AR CREDIT 30834410570 ARR7W4 \$7.59  
Subtotal \$7.59  
Tax \$0.00  
**Total Due \$7.59**



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AZC Savings	Place Count	Page	Total
\$0.40	1	1 of 1	\$7.59

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

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**AutoZone** *IS*

AutoZone Store 37  
401 W WDROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209		Invoice Number : 0037885655	PO Number : 99210 PC1522
Phone : (601) 960-1029	Customer # : 308344	Comm Specialist : COMMERCIAL SALES CENTER	Register Number : 35
<b>Bill To</b>		Order Date : 06/30/2022 01:24 PM	
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		<b>Remit To</b>	
		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	4	2183043 22560R16 Misc OSB SKU SKU-000999396	247.82	123.91	0.00	495.64

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

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

*Ramsey Spens*

AR CREDIT 30834410570	ACF820	\$495.64	Subtotal	\$495.64
			Tax	\$0.00
			<b>Total Due</b>	<b>\$495.64</b>

AZC Savings	Place Count	Page	Total
\$0.00	4	1 of 1	\$495.64

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**AutoZone** *IS*

AutoZone Store 37  
401 W WDROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

<b>Deliver To</b>		<b>Order Information</b>	
CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209		Invoice Number : 0037885655	PO Number : 99210 PC1522
Phone : (601) 960-1029	Customer # : 308344	Comm Specialist : COMMERCIAL SALES CENTER	Register Number : 35
<b>Bill To</b>		Order Date : 06/30/2022 01:24 PM	
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		<b>Remit To</b>	
		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	4	2183043 22560R16 Misc OSB SKU SKU-000999396	247.82	123.91	0.00	495.64

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

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

*Ramsey Spens*

AR CREDIT 30834410570	ACF820	\$495.64	Subtotal	\$495.64
			Tax	\$0.00
			<b>Total Due</b>	<b>\$495.64</b>

AZC Savings	Place Count	Page	Total
\$0.00	4	1 of 1	\$495.64

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

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*PARKS & REC*



AutoZone Store 37  
401 W WDRGW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

**Deliver To**

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

**Order Information**

Invoice Number : 0037969267  
PO Number : 9924PT785  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 10/27/2022 08:25 AM

**Bill To**

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

**Remit To**

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	2	90000008299 LT24570R17 Misc OSB SKU SKU-000999396	498.60	249.30	0.00	498.60

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank**

(Not reflected in invoice total)

**Total Core Bank: \$54.00**

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

*RANDY S*

AR CREDIT 30834410570

A3FYSG

Subtotal \$498.60  
Tax \$0.00  
**Total Due \$498.60**



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AZC Savings	Piece Count	Page	Total
\$0.00	2	1 of 1	\$498.60

*PARKS & REC*



AutoZone Store 37  
401 W WDRGW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

**Deliver To**

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

**Order Information**

Invoice Number : 0037963273  
PO Number : 9924PT785  
Comm Specialist : COMMERCIAL SALES  
CENTER  
Register Number : 35  
Order Date : 10/26/2022 11:47 AM

**Bill To**

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

**Remit To**

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

Part #	QTY	Description	List	Cost	Core	Total
<b>2013 Dodge/Ram Truck RAM 2500 SLT 2WD</b>						
MCK1067	1	COOLING SYSTEM K Duralast Cooling System Kit SKU-000102697	269.78	134.89	0.00	134.89
41680	1	ENGINE THERMOSTAT Duralast Thermostat SKU-000358560	35.13	17.56	0.00	17.56

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank**

(Not reflected in invoice total)

**Total Core Bank: \$22.00**

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

*OSD*

AR CREDIT 30834410570

A6BDME

Subtotal \$152.45  
Tax \$0.00  
**Total Due \$152.45**



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AZC Savings	Piece Count	Page	Total
\$37.53	2	1 of 1	\$152.45

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

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*Parks & Rec*

**AutoZone**  
Commercial Return

Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Return Invoice Number : 0037963412 Original PO Number : 9926PT785 Original Invoice Number : 0037963T95 Comm Specialist : MOORE, AARON Register Number : 35 Order Date : 10/26/2022 01:54 PM

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
UR 231133	-1	DURALAST PULLEY Dayco Idler Pulley/Tensioner SKU-000445424	42.98	21.49	0.00	-21.49

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$22.00**

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

AR CREDIT 30834410570	A3WC36	-21.49	Subtotal	-\$21.49
			Tax	\$0.00
			<b>Total Due</b>	<b>-\$21.49</b>

Piece Count	Page	Total
1	1 of 1	-\$21.49

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*Parks & Rec*

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Invoice Number : 0037959691 PO Number : 9926PT786 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 10/20/2022 09:12 AM

<b>Bill To</b>	<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
E71990 L-62261	1	2013 Chevrolet Truck Silverado 2500HD LT 2WD MOLDED COOLANT H Dayco Radiator Hose SKU-000113994	44.33	22.16	0.00	22.16

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$187.00**

Part #	Core Older Than 3 Days	Invoice #	Core ID	Date	Core
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00

Outstanding Cores over 3 days: \$22.00

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

*Wes*

AR CREDIT 30834410570	ABR55R	\$22.16	Subtotal	\$22.16
			Tax	\$0.00
			<b>Total Due</b>	<b>\$22.16</b>

AZC Savings	Piece Count	Page	Total
\$14.83	1	1 of 1	\$22.16

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

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*PARKS & REC*

<b>AutoZone</b>		Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105
<b>Commercial Return</b>		
<b>Deliver To</b>		<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344		Return Invoice Number : 0037959766 Original PO Number : 9921PT788 Original Invoice Number : 0037959691 Comm Specialist : STEWART, DESTINY Register Number : 35 Order Date : 10/20/2022 10:40 AM

QTY	Part #	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
UR	E71990	-1 MOLDED COOLANT H Dayco Radiator Hose SKU-000113994	44.33	22.16	0.00	-22.16

<b>Core Bank</b>	(Not reflected in invoice total)	<b>Total Core Bank: \$187.00</b>
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Part #	Cores Older Than 3 Days	Invoice #	Core ID	UID	Core
65-DLG	DURALAST GOLD BA	0037954360	12305	2022-10-12	22.00

Outstanding Cores over 3 days: \$22.00

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

Subtotal	-\$22.16
Tax	\$0.00
<b>Total Due</b>	<b>-\$22.16</b>



Piece Count	Page	Total
1	1 of 1	-\$22.16

*PARKS & REC*

<b>AutoZone</b>		AutoZone Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105
<b>Commercial Invoice</b>		
<b>Deliver To</b>		<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 0037954618 PO Number : 9921PT607 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 10/12/2022 02:27 PM
<b>Bill To</b>		<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	2	90000008299 LT24570R17 Misc OSB SKU SKU-000999396	496.28	248.14	0.00	496.28

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

<b>Core Bank</b>	(Not reflected in invoice total)	<b>Total Core Bank: \$102.00</b>
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MSDS can be ordered upon request  
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

*Randy B*

Subtotal	\$496.28
Tax	\$0.00
<b>Total Due</b>	<b>\$496.28</b>



AZC Savings	Piece Count	Page	Total
\$0.00	2	1 of 1	\$496.28

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

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*PARKS & REC*

<b>AutoZone</b> Commercial Invoice		AutoZone Store 37 401 W WDROW WIL JACKSON, MS 39213 601.353.0105
<b>Deliver To</b> CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		<b>Order Information</b> Invoice Number : 0037953983 PO Number : 9921TK771 Comm Specialist : BRATTON JR, LC Register Number : 35 Order Date : 10/11/2022 03:12 PM
<b>Bill To</b> CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	8	AME AMD9310 11R225 AMERICUS CS DRIVE Misc OSB SKU SKU-000999396	1,103.96	551.98	0.00	4,415.84

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

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

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

*Randy Jacobs*

AR CREDIT 30834410570	AY832S	\$4,415.84	Subtotal	\$4,415.84
			Tax	\$0.00
			<b>Total Due</b>	<b>\$4,415.84</b>

AZC Savings	Piece Count	Page	Total
\$0.00	8	1 of 1	\$4,415.84

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*PARKS & REC*

<b>AutoZone</b> Commercial Invoice		AutoZone Store 37 401 W WDROW WIL JACKSON, MS 39213 601.353.0105
<b>Deliver To</b> CITY OF JACKSON N AZ 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344		<b>Order Information</b> Invoice Number : 0037904107 PO Number : 9921TR218 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 08/02/2022 01:09 PM
<b>Bill To</b> CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		<b>Remit To</b> AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	4	ST1970 ST23585R16 Misc OSB SKU SKU-000999396	281.84	140.92	0.00	563.88

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

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$98.00**

Part #	Cores Older Than 3 Days	Invoice #	Core ID	Date	Core
AUX14	DURALAST PLATINUM	0037904107	12162	2022-07-29	22.00
H6-AGM	DURALAST PLATINU	0037904107	12161	2022-07-29	22.00

Outstanding Cores over 3 days: \$44.00

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

*Randy Spens*

AR CREDIT 30834410570	AT47DZ	\$563.88	Subtotal	\$563.88
			Tax	\$0.00
			<b>Total Due</b>	<b>\$563.88</b>

AZC Savings	Piece Count	Page	Total
\$0.00	4	1 of 1	\$563.88

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*PARTS REC*

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Invoice Number : 0037889594 PO Number : 99210PT723 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 07/06/2022 11:43 AM
<b>Bill To</b>	<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Cons	Total
<b>No vehicle given for the following items</b>						
000999396	4	90000008313 LT24575R17 Misc OSB SKU SKU-000999396	485.56	242.78	0.00	971.12

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

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

*RANDY S, JAMES*

AR CREDIT 30834410570	ASZDLC	\$971.12	Subtotal	\$971.12
			Tax	\$0.00
			<b>Total Due</b>	<b>\$971.12</b>

AZC Savings	Piece Count	Page	Total
\$0.00	4	1 of 1	\$971.12

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cmstinvc\_EN\_US\_3.0.4.py

*PARTS REC*

**AutoZone**  
Commercial Invoice

AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

<b>Deliver To</b>	<b>Order Information</b>
<b>CITY OF JACKSON N AZ</b> 4225 Michael Avalon St Jackson, MS 39209 Phone : (601) 960-1029 Customer # : 308344	Invoice Number : 0037912746 PO Number : 99210PT703 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 08/19/2022 02:41 PM
<b>Bill To</b>	<b>Remit To</b>
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205	AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067

Part #	QTY	Description	List	Cost	Cons	Total
DLA-18	2	DURALAST AERO BL Duralast Aero 18" Wiper Blade SKU-000361612	30.57	15.28	0.00	30.58

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

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

*Angus A Robinson Sr*

AR CREDIT 30834410570	A61580	\$30.58	Subtotal	\$30.58
			Tax	\$0.00
			<b>Total Due</b>	<b>\$30.58</b>

AZC Savings	Piece Count	Page	Total
\$4.70	2	1 of 1	\$30.58

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

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*Parks & Rec*



AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

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

**Order Information**  
Invoice Number : 0037919831  
PO Number : 99210PT786  
Comm Specialist : STEWART, DESTINY  
Register Number : 35  
Order Date : 08/23/2022 11:08 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
H6-DLG	1	<b>2012 Chevrolet Truck Silverado 2500HD LT 2WD</b> DURALAST GOLD BA Duralast Gold Battery SKU-000832332 Core deferred amount: \$22.00 Core Due Date: 08/26/2022	311.58	155.79	Deferred	155.79

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

**Core Bank** (Not reflected in invoice total) **Total Core Bank: \$66.00**

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

Subtotal \$155.79  
Tax \$0.00  
AR CREDIT 30834410570 AFKXTU \$155.79 **Total Due \$155.79**



AZC Savings	Piece Count	Page	Total
\$44.20	1	1 of 1	\$155.79

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AutoZone Store 37  
401 W WDRROW WIL  
JACKSON, MS 39213  
601.353.0105

**Commercial Invoice**

*PAVED ST*

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

**Order Information**  
Invoice Number : 0037948947  
PO Number : 9923PT815  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 10/04/2022 09:17 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
DG1363	1	<b>2015 Chevrolet Truck Silverado 1500 LS 4WD</b> DURALAST GOLD BR Duralast Gold Brake Pads SKU-000209789 DEAL: DLG/DL Truck You saved \$2.71	69.98	32.28	0.00	32.28
DG1707	1	DURALAST GOLD PAD Duralast Gold Brake Pads SKU-000480067	69.98	34.99	0.00	34.99
5509DL	1	DL ROTOR Duralast Brake Rotor SKU-000838115 DEAL: DLG/DL Truck You saved \$32.64	167.98	51.35	0.00	51.35
55097DL	1	DL ROTOR Duralast Brake Rotor SKU-000838115 DEAL: DLG/DL Truck You saved \$32.63	167.98	51.36	0.00	51.36

Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

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

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

Subtotal \$169.98  
Tax \$0.00  
AR CREDIT 30834410570 ALC5EA \$169.98 **Total Due \$169.98**

*Randy [Signature]*



AZC Savings	Piece Count	Page	Total
\$19.00	4	1 of 1	\$169.98

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

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		AutoZone Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105	
<b>Commercial Invoice</b>			
<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 0037949062 PO Number : 9923PT815 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 10/04/2022 11:32 AM	
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	4	90000032693 25570R17 Misc O5B SKU SKU-000999396	468.44	234.22	0.00	936.88

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

<b>Core Bank</b>	(Not reflected in invoice total)	<b>Total Core Bank:</b> \$15.00
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MSDS can be ordered upon request  
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

*Randy Jones*

AR CREDIT 30834410570	AL8429	\$936.88	Subtotal	\$936.88
			Tax	\$0.00
			<b>Total Due</b>	<b>\$936.88</b>

AZC Savings	Piece Count	Page	Total
\$0.00	4	1 of 1	\$936.88

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		AutoZone Store 37 401 W WDRROW WIL JACKSON, MS 39213 601.353.0105	
<b>Commercial Invoice</b>			
<b>Deliver To</b>		<b>Order Information</b>	
<b>CITY OF JACKSON N AZ</b> <b>4225 Michael Avalon St</b> <b>Jackson, MS 39209</b> Phone : (601) 960-1029 Customer # : 308344		Invoice Number : 0037948947 PO Number : 9923PT815 Comm Specialist : COMMERCIAL SALES CENTER Register Number : 35 Order Date : 10/04/2022 09:17 AM	
<b>Bill To</b>		<b>Remit To</b>	
CITY OF JACKSON N AZ PO BOX 17 JACKSON, MS 39205		AutoZone, Inc. PO Box 116067 Atlanta, GA 30368-6067	

Part #	QTY	Description	List	Cost	Core	Total
<b>2015 Chevrolet Truck Silverado 1500 LS 4WD</b>						
DG1363	1	DURALAST GOLD BR Duralast Gold Brake Pads	69.98	32.28	0.00	32.28
DG1363		SKU-000208789				
		DEAL: DLG/DL Truck You saved \$2.71				
DG1707	1	DURALAST GOLD PAD Duralast Gold Brake Pads	69.98	34.99	0.00	34.99
DG1707		SKU-000480067				
55097DL	1	DL ROTOR Duralast Brake Rotor SKU-000838115	167.98	51.35	0.00	51.35
55097		DEAL: DLG/DL Truck You saved \$32.64				
55097DL	1	DL ROTOR Duralast Brake Rotor SKU-000838115	167.98	51.36	0.00	51.36
55097		DEAL: DLG/DL Truck You saved \$32.63				

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

<b>Core Bank</b>	(Not reflected in invoice total)	<b>Total Core Bank:</b> \$15.00
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MSDS can be ordered upon request  
The signature below acknowledges customer's agreement to be bound by the terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

*Randy Jones*

AR CREDIT 30834410570	ALC5EA	\$169.98	Subtotal	\$169.98
			Tax	\$0.00
			<b>Total Due</b>	<b>\$169.98</b>

AZC Savings	Piece Count	Page	Total
\$19.00	4	1 of 1	\$169.98

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



*PAVED ST*

AutoZone Store 37  
401 W WDROW WIL  
JACKSON, MS 39213  
601.353.0105

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

**Order information**  
Invoice Number : 0037949062  
PO Number : 9926PT815  
Comm Specialist : COMMERCIAL SALES CENTER  
Register Number : 35  
Order Date : 10/04/2022 11:32 AM

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

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

Part #	QTY	Description	List	Cost	Core	Total
<b>No vehicle given for the following items</b>						
000999396	4	90000032693 25570R17 Misc OSB SKU SKU-000999396	468.44	234.22	0.00	936.88

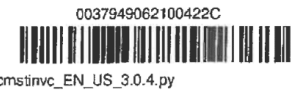
Pay your bill online at [AutoZonePro.com](http://AutoZonePro.com) . If you need credentials call 866-853-6459 or email [electronic.ordering@autozone.com](mailto:electronic.ordering@autozone.com) for assistance.

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

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

*Randy Jones*

AR CREDIT 30834410570 AL8429 \$936.88  
Subtotal \$936.88  
Tax \$0.00  
**Total Due \$936.88**



AZC Savings	Piece Count	Page	Total
\$0.00	4	1 of 1	\$936.88

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**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:

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
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
DFA – SB2971 – PETE BROWN GOLF	4,900.00
<b>TOTAL</b>	<b><u>\$7,245,989.25</u></b>

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

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**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.

\* \* \* \* \*

**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 July 18, 2023, CCD agreed to provide additional architectural and engineering services necessary for the construction project for a contract addition of \$5,000.00 with the agreement expiring September 30, 2023; and

**WHEREAS,** the building contractor has continued to exceed his contracted Substantial Completion date of October 24, 2022, which has resulted in the need for continued additional construction administration services from CCD; and

**WHEREAS,** in order to provide the additional construction administration services necessary to complete the project, CCD has proposed Amendment No. 5, which will provide additional architectural and engineering services and allowances totaling \$5,000.00 to complete the project; and

**WHEREAS,** Amendment No.5 to the Agreement with CCD for Architectural Engineering Services necessary to complete the construction of the new Fire Station 20 building will increase the contract total to an amount not to exceed \$257,865.00; and

**WHEREAS**, the Fire Department and Department of Public Works recommends that the City modify the completion date of the Agreement with CCD to December 31, 2023 to coincide with the projected completion of construction.

**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.

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

Nays – None.

Absent – Stokes.

\* \* \* \* \*

**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.

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**President Banks** recognized **Robert Lee, Interim Public Works Director**, who provided a brief overview of said item.

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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**.

\* \* \* \* \*

**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.

\* \* \* \* \*

**DISCUSSION: UPDATE ON PUBLIC WORKS' RIGHT OF WAY PROGRAM:** **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 REDISTRICT 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.

\*\*\*\*\*

**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.

\*\*\*\*\*

**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.

\*\*\*\*\*

**President Banks** announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding “Pending Litigation”.

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During Closed Session, **Council Member Lindsay** moved, seconded by **Council Member Grizzell** to go into Executive Session to discuss “Pending Litigation”. The motion prevailed by the following vote:

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

\*\*\*\*\*

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

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**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:**

\_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_, \_\_\_\_\_  
COUNCIL PRESIDENT    DATE

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

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7



**BE IT REMEMBERED** that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 3:42 p.m. Tuesday, October 10, 2023 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Order 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. (2) Resolution of the Jackson City Council committing to support the financial obligation for energy efficient street lights for Jackson State University. The meeting was convened in the Council Chambers located at 219 S. President Street at 4:00 p.m. on October 11, 2023 being the second Wednesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, Council President, Ward 6; Angelique Lee, Council Vice President, Ward 2 (via teleconference); Ashby Foote, Ward 1 (via teleconference); Brian C. Grizzell, Ward 4; Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7. Directors: Louis Wright, Chief Administrative Officer; Shanekia Mosley-Jordan, Clerk of the Council, Alice Patterson, Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: Kenneth I. Stokes, Ward 3.

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

\*\*\*\*\*

**ORDER 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.**

**WHEREAS**, the City of Jackson Police Department received accreditation from the Mississippi Law Enforcement Accreditation Commission (MLEAC) in the year 2016; and

**WHEREAS**, the City of Jackson Police Department's accreditation is now on the schedule for renewal and will require assessment by the Mississippi Law Enforcement Accreditation Commission; and

**WHEREAS**, the Jackson Police Department would like to prepare for the assessment by engaging the services of individuals certified by the Mississippi State Board of Minimum Standards to perform a mock or trial assessment; and

**WHEREAS**, the purpose of mock or trial assessment is to identify and correct procedures, policies, or practices which may be problematic prior to the actual accreditation assessment; and

**WHEREAS**, the Jackson Police Department had discussions with two individuals who are amenable to assisting it with a mock trial assessment during the period October 10-12, 2023 if lodging and meals or per diem expense is paid; and

**WHEREAS**, a team consisting of LaTonya Norris and Derek L. Brown will provide the mock trial assessment; and

**WHEREAS**, LaTonya Norris is the only team member requiring lodging; and

**WHEREAS**, reservations at the Homewood Suites in Fondren at the rate of \$154.00 per night for a total cost of \$344.19 have been made; and

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**WHEREAS**, the second member of the team is local and will not require lodging accommodations but will be provided with meals; and

**WHEREAS**, the per diem expense of \$46.00 per day for each member of the team which totals \$92.00 per day has been computed; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the payment of the sum of \$344.19 for the lodging of LaTonya Norris; and

**WHEREAS**, the best interest of the City of Jackson would be served authorizing the payment of \$46.00 per day for each member of the mock assessment team serves the best interest of the City.

**IT IS, THEREFORE, ORDERED** that the sum of \$344.19 may be paid for the lodging of LaTonya Norris.

**IT IS THEREFORE ORDERED** that the sum of \$46.00 per day may be paid to LaTonya Norris as per diem expense.

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

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**President Banks** recognized **Deputy Chief, Deric Hearn, Jackson Police Department**, who provided a brief overview of said item.

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

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

Nays – None.

Abstention – None.

Absent – Lee and Stokes.

\* \* \* \* \*

**Note:** **Vice President Lee** joined the meeting.

\* \* \* \* \*

**RESOLUTION OF THE JACKSON CITY COUNCIL COMMITTING TO SUPPORT THE FINANCIAL OBLIGATIONS FOR ENERGY EFFICIENT STREET LIGHTING FOR JACKSON STATE UNIVERSITY.**

**WHEREAS**, the City of Jackson, Mississippi is committed to the well-being and progress of the community as a whole; and

**WHEREAS**, more efficient, attractive and consistent street lighting is needed within the City of Jackson to reduce energy use, provide adequate lighting for safer and more attractive neighborhoods, and save money; and

**WHEREAS**, on August 29, 2023, the Jackson City Council President received a request from Jackson State University Acting President, Dr. Elayne H. Anthony, requesting financial support for energy efficient street lights; and

**WHEREAS**, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council express full support and commitment for financial support to cover the added \$760.20 in monthly cost for the maintenance and service related to installing energy-efficient street lights along Lynch Street between Dalton Street and University Boulevard.

**THEREFORE, IT IS HEREBY RESOLVED** that the City Council of Jackson, Mississippi hereby commits to the City of Jackson paying the additional costs of \$760.20 per month to support the installment of energy efficient street lights for Jackson State University.

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

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

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**DISCUSSION: MUNICIPAL GARAGE PURCHASING PROCUREMENT:**  
**President Banks** stated that an item was passed on October 10, 2023 that included vehicle parts for Auto Zone as well as service repair and Auto Zone does not do service repair. **Catoria Martin, City Attorney**, explained the MS State Statue in regards to service repair for vehicles and a repair is treated the same as a commodity and confirmed parts being used for each vehicle. **President Banks** recognized **Robert Lee, Interim Director of Public Works**, who provided a brief overview of said item by stating that parts for vehicles were from Auto Zone, whereas, the sewer related service was from Mid-South.

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The following reports/announcements were provided during the meeting:

**Council Member Hartley** announced the following:

- Everyone is invited to attend Jim Hill High School Homecoming Parade.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until Regular Zoning Meeting at 2: 30 p.m. on October 16, 2023. At 4:39 p.m., the Council stood adjourned.

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**PREPARED BY:**

**APPROVED:**

\_\_\_\_\_  
**CLERK OF COUNCIL**

\_\_\_\_\_, \_\_\_\_\_  
**COUNCIL PRESIDENT    DATE**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

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**BE IT REMEMBERED** that a Regular Zoning Meeting of the City Council of Jackson, Mississippi was convened in the Council Chambers in City Hall at 2:30 p.m. on October 16, 2023, being the third Monday of said month when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, Council President, Ward 6; Angelique Lee, Council Vice President, Ward 2 (via teleconference); Ashby Foote, Ward 1 (via teleconference); Vernon Hartley, Ward 5 (via teleconference) and Virgi Lindsay, Ward 7. Directors: Shanekia Mosley-Jordan, Clerk of Council; Valerie Brown, Deputy Clerk of Council; Ester Ainsworth, Zoning Administrator and Kristie Metcalfe, Deputy City Attorney.

Absent: Kenneth I. Stokes, Ward 3 and Brian Grizzell, Ward 4.

\* \* \* \* \*

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

\* \* \* \* \*

**President Banks** recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4223, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

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

**ORDER GRANTING VISHAL KUMAR S. PATEL A CONDITIONAL USE PERMIT TO ALLOW FOR AN EXTENDED STAY HOTEL WITHIN A C-3 (GENERAL) COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED AT 572 E. BEASLEY RD. (PARCELS 709-361-8), CASE NO. 4223.**

**WHEREAS**, Vishal Kumar S. Patel has filed a petition for a Use Permit to allow for an extended stay hotel within a C-3 (General) Commercial District for the property located at 572 E. Beasley Rd. (Parcels 709-361-8) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

**WHEREAS**, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Conditional Use Permit to allow for an extended stay hotel within a C-3 (General) Commercial District for the property located at 572 E. Beasley Rd. (Parcels 709-361-8); and

**WHEREAS**, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, October 16, 2023 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

**WHEREAS**, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on September 7, 2023 and September 21, 2023 that a hearing had been held by the Jackson City Planning Board on September 27, 2023, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Conditional Use Permit within the existing C-3 (General) Commercial District of the City of Jackson; and

**WHEREAS**, the Jackson City Council, after having considered the matter, is of the opinion that proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses and that a Conditional Use Permit be granted to operate an extended stay hotel for the property located at 572 E. Beasley Rd. (Parcels 709-361-8) within the existing C-3 (General) Commercial District of the City of Jackson.

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

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

A parcel of land containing 1.7917 acres, more or less, being situated in the Southwest ¼ of Section 1, Township 6 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi, and being more particularly described by metes and bounds as follows, to wit:

Commence at a point of the west line of said Section 1, where the same is intersected by an extension of the southern line of Beverly Heights, Part 3, a subdivision, the map or plat of which is recorded in Plat Book 11 at Page 36 of the Chancery Records of Hinds County at Jackson, Mississippi, and run thence East for a distance of 755.70 feet along the said extension of the southern line of Beverly Heights, Part 3, to the southwest corner of the said Beverly Heights, Part 3; thence continue East for a distance of 336.04 feet along the said southern line; thence, South 89 degrees 25 minutes 46 seconds East for a distance of 1,510.46 feet along the said Beverly Heights, Part 3, to the northwest corner of that certain property which was conveyed to food Max of Mississippi, Inc., in Deed Book 3644 at Page 425 of the said Chancery Records of Hinds County, Mississippi; thence South 00 degrees 34 minutes 15 seconds West for a distance of 733.90 feet along the western line of the said Max Food property to the POINT OF BEGINNING for the parcel herein described; thence continue South 00 degrees 34 minutes 15 seconds West for a distance of 345.01 feet to the northern right of way line of Beasley Road; thence North 89 degrees 00 minutes 00 seconds west for the distance of 227.51 feet along the northern right of way line of Beasley Road; thence leave said northern right of way line and run North 01 degrees 00 minutes 00 seconds East for a distance of 345.0 feet; thence South 89 degrees 00 minutes 00 seconds East for distance of 224.93 feet to the POINT OF BEGINNING.

Being the same property conveyed to ESA P PORTFOLIO L.L.C. (f/k/a BRE/ESA properties L.L.C.) by Deed from Summit Hotel Properties, LLC, a South Dakota Limited liability company of record in book 6509, page 161, said Register's Office.

be and is hereby modified so as to approve a Conditional Use Permit to operate an extended stay hotel within a C-3 (General) Commercial District for the property located at 572 E. Beasley Rd. (Parcels 709-361-8). The Conditions of the Use Permit shall be that it is granted on an annual basis; that it be granted to Vishal Kumar S. Patel, the owners/operators of the extended stay hotel, that subsequent owners or operators of an extended stay hotel at the location must apply for and receive a new Use Permit and that compliance with adopted property maintenance, building, fire and Zoning codes be maintained at all times. However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

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

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There was no representative from the Applicant.

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There was no opposition from the public.

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

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

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**President Banks** recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4224, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

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

**ORDER GRANTING BRIA & ALVIN LYLES A USE PERMIT TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED HOUSE WITHIN A R-4 (LIMITED MULTI-FAMILY) RESIDENTIAL DISTRICT ON THE PROPERTY LOCATED AT 0 FOREST GLEN DR. (PARCEL 720-10-5), CASE NO. 4224.**

**WHEREAS**, Bria & Alvin Lyles have filed a petition for a Use Permit to allow for the placement of manufactured house within a R-4 (Limited Multi-Family) Residential District on the property located at 0 Forest Glen Dr. (Parcel 720-10-5) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

**WHEREAS**, the Jackson City Planning Board, after holding the required public hearing, has recommended approval of a Use Permit to allow for the placement of a manufactured house within a R-4 (Limited Multi-Family) Residential District on the property at 0 Forest Glen Dr. (Parcel 720-10-5); and

**WHEREAS**, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, October 16, 2023 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

**WHEREAS**, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on September 7, 2023 and September 21, 2023 that a hearing had been held by the Jackson City Planning Board on September 27, 2023, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of the petitioned Use Permit within the existing R-4 (Limited Multi-Family) Residential District of the City of Jackson; and

**WHEREAS**, the Jackson City Council, after having considered the matter, is of the opinion that proposed use would not be detrimental to the continued use, value, or development of properties in the vicinity and that a Use Permit be granted to allow for the placement of a manufactured house within the existing R-4 (Limited Multi-Family) Residential District for the property at 0 Forest Glen Dr. (Parcel 720-10-5) located in the City of Jackson.

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

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

BEG NE COR NW ¼ SW ¼ SEC 9 S 1187.93 FT WLY 378.49 FT N  
1184.63 FT E 356.18 FT TO POB IN NW ¼ SW ¼ SEC 9 T6 R1E.

be and is hereby modified so as to approve a Use Permit to allow for the placement of a manufactured house within a R-4 (Limited Multi-Family) Residential District on the property located at 0 Forest Glen Dr. (Parcel 720-10-5). However, that before a Use Permit is issued for any structure to be erected or use thereof on the said property, the applicant must meet the requirements established for the placement of a manufactured house and through the Site Plan Review process. The requirements for the placement of a manufactured house shall be that:

- The unit is not located in the R-1A & R-3 Residential Districts;
- The unit is new or less than ten (10) years old;
- The units are similar to surrounding neighborhood features;
- Landscaping is similar to surrounding neighborhood features;

- The permanent hitch, wheels, axles, or other devices allowing transportation are removed;
- The unit is erected on a conventional foundation and is permanently affixed to the property;
- Permanent water and sewer facilities are available to the site; The unit has a HUD Certification Label (tag); and
- Prior to the placement of the unit on the site and the issuance of a building permit, documented approval of the unit from the State of Mississippi Fire Marshall’s Office must be obtained.

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

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There was no representative from the Applicant.

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There was no opposition from the public.

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

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

Nays – None.

Absent – Grizzell and Stokes.

\* \* \* \* \*

**President Banks** recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4225, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

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

**ORDER GRANTING ERNEST KING JR. A SPECIAL EXCEPTION TO ALLOW FOR A PRIVATE HORSE FACILITY\STABLE WITHIN A R-1 (SINGLE-FAMILY) RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED AT 526 EDEN DOWNS RD. (PARCELS 844-170 & 844-170-2), CASE NO. 4225.**

**WHEREAS**, Ernest King Jr. has filed a petition for a Special Exception to allow for a private horse facility\stable within a R-1 (Single-Family) Residential District for the property located at 526 Eden Downs Rd. (Parcels 844-170 & 844-170-2), in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

**WHEREAS**, the Jackson City Planning Board, after holding the required public hearing has recommended approval of a Special Exception to allow for a private horse facility\stable within a R-1 (Single-Family) Residential District; and

**WHEREAS**, notice was duly and legally given to property owners and interested citizens that a meeting of the Jackson City Council would be held at the City Hall at 2:30 p.m., October 16, 2023 to consider said petition based upon the record of the case as developed before the Jackson City Planning Board; and

**WHEREAS**, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on September 7, 2023 and September 21, 2023 that a hearing had been held by the Jackson City Planning Board on September 27, 2023, as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of a Special Exception for the above described property within an existing R-1 (Single-Family) Residential Zoning District of the City of Jackson; and



**WHEREAS**, it appears to the Jackson City Council that the documents are in order, and that the recommendation of the Planning Board to approve a Special Exception to allow for a private horse facility\stable within a R-1 (Single-Family) Residential District does support the promotion of the public health, safety, morals, the general welfare of the community and the granting of such will not adversely affect adjacent property owners.

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

That the property located in the First Judicial District of Hinds County, Jackson, Mississippi, and being more particularly described as follows:

**PARCEL I**

Being situated in the northeast quarter of section 21, Township 5 N, range 1 W, Hinds County, Mississippi and being more particularly described by meats and bounds as follows, to wit:

Commence at the southwest corner of the southeast quarter of the northeast quarter of section 21 and run thence W for a distance of 605 point 25 feet; vents run north for a distance of 525.30 feet to the center of a drainage ditch; thence leave said center of drainage ditch and run N 89 degrees 18 minutes 17 seconds W for a distance of 718.24 feet along an existing fence line to the eastern line of Eden downs Rd. Dance N 00 degrees 24 minutes 56 seconds W for a distance of 120.0 feet along the old eastern line of Eden downs Rd. To a ferrous rod which marks the point of beginning for the parcel herein described; Thence leave said eastern line and run S 99 degrees 09 minutes 20 seconds east for a distance of 750.61 feet to the center of a drainage ditch; thence N 10 degrees 40 minutes 17 seconds east for a distance of 34.20 feet along the said Sinner; that's N 36 degrees 12 minutes 35 seconds east for a distance of 27.31 feet along the said center; Thence N 44 degrees 51 minutes 15 seconds east for a distance of 38.42 feet along the said center; Thence N 15 degrees 16 minutes 45 seconds east for a distance of 79.32 feet along the Sid center; that's north 12 degrees 00 minutes 32 seconds east for a distance of 64.61 feet along the said center; That's N 43 degrees 00 minutes 05 seconds east for a distance of 21.76 feet along the said center; thence N 02 degrees 23 minutes 23 seconds W for a distance of 63.36 feet along the said center that's N 26 degrees 16 minutes 23 seconds east for a distance of 14.39 feet along the said center; Thence S 55 degrees 06 minutes 39 seconds east for a distance of 18.47 feet; Thence N 21 degrees 12 minutes 46 seconds east for a distance of 19.74 feet along the center; Thence north 08 degrees 52 minutes 23 seconds W for a distance of 91.17 feet along the said center of a drainage ditch; thence leave said center of a drainage ditch and run S 88 degrees 10 minutes 54 seconds east for a distance of 70.56 feet to a fence corner; Thence N 11 degrees 42 minutes 47 seconds east for a distance of 206.0 feet along the fence line to a fence corner; Thence N 76 degrees 52 minutes 26 seconds W for a distance of 783.81 feet along the existing fence line do I fence corner; thence South 01 degrees 00 minutes 40 seconds W for a distance of 81.71 feet along a fence line to a ferrous metal rod; thence leave said fence line and run N 87 degrees 22 minutes 40 seconds W for a distance of 230.47 feet to the Sid eastern line of Eden downs Rd. Thence S 01 degrees 26 minutes 55 seconds W for a distance of 273.55 feet along the said eastern line of Eden downs Rd. Thence S 00 degrees 04 minutes 37 seconds east for a distance of 451.50 feet along the Sid eastern line of Eden down roads to the point of beginning, containing 14.9161 acres more or less. (Plat or survey by Robert B Barnes, R. P. L. S., is attached hereto as exhibit A in aid or and as a part of this description.

LESS AND EXCEPT FROM THE WARRANTY herein is 0.0776 acres, more or less, lying in the northeast corner of the above-described property which lies between the deed line and the existing fence line. They said grand tours do hereby remise, release and quitclaim their rights and interests in and to this 0.0778 acre, more or less, to the said grantees.

**PARCEL II**

Part of the SE ¼ of the capital N Capital SE ¼ of the NE ¼ of Section 21. TNS 5. The First Judicial District, Jackson, Hinds County, Miss. As established by Robert B Barnes, R. P. L.

S, per a survey dated December 19, 1992 and run thence a 90 degrees 00 minutes 00 seconds dash 608.25 feet; Run this capital N 60 degrees 00 minutes 00 seconds S - 529.30 feet; run thence in 85 degrees 14 minutes 47 seconds in dash 720.14 feet to the east line of Eden towns road; Run thence N 00 degrees 24 minutes 56 seconds north 270.00 feet along the east line of Eden downs Rd. to an iron pin; Run that's N 00 degrees 04 minutes 37 seconds West 59.40 feet along the east line of Eden downs Rd. to an iron pin and the point of beginning; Continue thence N 00 degrees 06 minutes and 37 seconds north 152.26 feet along the east line of Eden downs Rd. to an iron pin; Thence leaving Eden downs Rd. Run N 68 degrees 19 minutes 08 seconds E 256.80 feet along a westward extension of an existing fence and an existing fence to an iron pin; Run thence S 00 degrees 06 minutes 37 seconds N 240.05 feet to an iron pin; Run thence S 85 degrees 35 minutes 23 seconds north 372.02 feet to the point of beginning. Containing 1.000 acres more or less.

be and is hereby granted a Special Exception to allow for a private horse facility\stable within a R-1 (Single-Family) Residential District for the property located at 526 Eden Downs Rd. (Parcels 844-170 & 844-170-2). However, that before for any structure is erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

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

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**President Banks** recognized, **Joe Deaton, Representative for the Applicant**, who spoke in favor of a Special Exception to allow for a privately owned horse facility/stable within a R-1 (Single Family) Residential District.

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There was no opposition from the public.

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

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

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**President Banks** recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4226, including all applicable ordinances, statutes, and a brief review of documents included in the Council agenda packets which were the applicable zoning map, future land use map, photos of the subject area, staff report, application with exhibits and planning board meeting minutes.

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

**ORDER GRANTING EARNEST WILLIAMS A USE PERMIT TO ALLOW FOR A NIGHT CLUB/BAR WITHIN A C80-C2 (LIMITED) COMMERCIAL SUBDISTRICT FOR THE PROPERTY LOCATED AT 1651 UNIVERSITY BLVD – SUITE B. (PARCEL 166-1), CASE NO. 4226.**

**WHEREAS**, Earnest Williams has filed a petition for a Use Permit to allow for a night club/ bar located within a C80-C2 (Limited) Commercial Subdistrict for the property located at 1651 University Blvd – Suite B. (Parcel 166-1) in the City of Jackson, First Judicial District of Hinds County, Mississippi; and

**WHEREAS**, Jackson City Planning Board, after holding the required public hearing, has recommended denial of a Use Permit to allow for a night club/ bar within a C80-C2 (Limited)

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Commercial Subdistrict for the property located at 1651 University Blvd – Suite B. (Parcel 166-1); and

**WHEREAS**, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, October 16, 2023 to consider said change, based upon the record of the case as developed before the Jackson City Planning Board; and

**WHEREAS**, it appeared to the satisfaction of the Jackson City Council that notice of said petition had been published in the Mississippi Link on September 7, 2023 and September 21, 2023 that a hearing had been held by the Jackson City Planning Board on September 27, 2023, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended denial of a Use Permit within the existing C80-C2 (Limited) Commercial Subdistrict of the City of Jackson; and

**WHEREAS**, the Jackson City Council, after having considered the matter, is of the opinion that the proposed use would not be hazardous, detrimental, or disturbing to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances and that a Conditional Use Permit be granted to allow for a night club/ bar within a C80-C2 (Limited) Commercial Subdistrict for the property located at 1651 University Blvd – Suite B. (Parcel 166-1).

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

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

Being situated in the SW ¼ of Section 9, T5N, RI E, City of Jackson, Hinds County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the intersection of the West right of way line of Old U. S. Highway No. 51 (now Terry Road) with the South line of Lot 49 of Mississippi Addition, a subdivision, the map or plat of which is recorded in Plat Book 4 at page 90 of the Chancery records of Hinds County at Jackson, Mississippi, said intersection being the point of beginning for the parcel herein described; thence run 44.338 feet along the arc of a 6615.93 foot radius curve to the right in the said West right of way line, said arc having a 44.338 foot chord which bears S 400 39'05" W, thence S 400 56' 25" W for a distance of 11.84' along the West right of way line; thence N 60 0 48' 35" W for a distance of 3575 ' along the said West right of way line; thence S 400 56' 25" W for a distance of 225.10' along the said West right of way line; thence leave said West right of way line and run N 670 03' 35" W for a distance of 335.45' to an iron pin which marks the Southwest corner of the T. R. Evans property as described in Deed Book 699 at page 366 of the said Chancery Clerk Records of Hinds County; thence N 18 0 34' 21" E for a distance of 351.885' to the South right of way line of U.S. Highway No. 80; thence S 820 46' 00" E for a distance of 349.515' along the said South right of way line of U. S. Highway No. 80; thence run 36.243 feet along the arc of a 3173.50 foot radius curve to the left, said arc having a 36.43 foot chord which bears S 290 23' 58" W; thence S 290 04' 20" W for a distance of 78.70'; thence S 600 55' 40" E for a distance of 60.0' along the Westerly extension of the South right of way line of Somme Street; thence S 290 04' 20" W for a distance of 50.0' along the West line of the said Mississippi Addition to the Southwest corner of the said Lot 49 of Mississippi Addition; thence S 600 55' 40" E for a distance of 106.81' along the said South line of Lot 49 to the point of beginning, containing 3,488 acres, more or less.

be and is hereby granted a Conditional Use Permit to allow for a night club/ bar within a C80-C2 (Limited) Commercial Subdistrict for the property located at 1651 University Blvd – Suite B. (Parcel 166-1). The Conditions of the Use Permit shall be that it is granted on an annual basis; that it be granted to Ernest Williams, the owner/operator of the night club/bar, that subsequent owners or operators of a night club/bar at the location must apply for and receive a new Use Permit; the distance requirements from any religious institutions, schools, funeral homes and that compliance with adopted property maintenance, building, fire, law enforcement and Zoning codes be maintained at all times. However, that before a Use Permit is issued for any structure to be

erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process.

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

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There was no representative from the Applicant.

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There was no opposition from the public.

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

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

Nays – None.

Absent – Grizzell and Stokes.

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**RESOLUTION FOR THE 2023 CITY OF JACKSON URBAN RENEWAL PLAN.**

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 hereby approves and acknowledges the form of the Operating Lease Agreement (the "Operating Lease Agreement") by and between the JRA Public Benefit Corporation and the City; and

**WHEREAS**, in connection with the approval of the 2023 Urban Renewal Plan and the authority provided to the City pursuant to the Series 2023 City Bond Resolution approved on September 26, 2023, the Governing Body hereby approves and acknowledges the form of the Development Services Agreement (the "Development Services Agreement") by and between the City, as Developer (as defined in the Development Services Agreement), JRA and the JRA Public Benefit Corporation; and

**WHEREAS**, in connection with the approval of the 2023 Urban Renewal Plan and the authority provided to the City pursuant to the Series 2023 City Bond Resolution approved on September 26, 2023, the Governing Body hereby approves and acknowledges the form of the JRA Ground Lease Agreement (the "JRA Ground Lease Agreement") by and between JRA and the JRA Public Benefit Corporation; and

**WHEREAS**, in connection with the approval of the 2023 Urban Renewal Plan and the authority provided to the City pursuant to the Series 2023 City Bond Resolution approved on September 26, 2023, the Governing Body hereby approves and acknowledges the form of the City

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Ground Lease Agreement (the "City Ground Lease Agreement") by and between the City and the JRA.

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

**SECTION 1.** That all the findings and facts made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct. Capitalized terms not defined herein shall have the same meaning as set forth in the Public Hearing Resolution.

**SECTION 2.** Pursuant to the certified copy of the resolution of the City's Planning Board, a copy of which is attached hereto as EXHIBIT D, the Planning Board reviewed the 2023 Urban Renewal Plan on September 27, 2023 and has found that the 2023 Urban Renewal Plan is necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives and is consistent with the Comprehensive Plan.

**SECTION 3.** The Governing Body hereby approves the Operating Lease Agreement by and between the JRA Public Benefit Corporation and the City in the form attached as EXHIBIT E.

**SECTION 4.** The Governing Body hereby approves the Development Services Agreement by and between the City, as Developer (as defined in the Development Services Agreement), JRA and the JRA Public Benefit Corporation in the form attached as EXHIBIT F; and

**SECTION 5.** The Governing Body hereby approves the JRA Ground Lease Agreement by and between JRA and the JRA Public Benefit Corporation in the form attached as EXHIBIT G; and

**SECTION 6.** The Governing Body hereby approves the City Ground Lease Agreement by and between the City and the JRA in the form attached as EXHIBIT H; and

**SECTION 7.** That the 2023 Urban Renewal Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the 2023 Urban Renewal Area.

**SECTION 8.** That the Governing Body is now fully authorized and empowered under the provisions of the Urban Renewal Act, to adopt and implement the 2023 Urban Renewal Plan and does hereby adopt and approve said 2023 Urban Renewal Plan to be implemented for the development and redevelopment of the City in conjunction with the 2023 Urban Renewal Project.

**SECTION 9.** This resolution shall become effective immediately and all resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, repealed.

[Remainder Left Intentionally Blank]

**EXHIBIT A**

**URBAN RENEWAL PLAN**

**(CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023)**

**URBAN RENEWAL PLAN**

**(CITY OF JACKSON, MISSISSIPPI PLANETARIUM PROJECT 2023)**

I. Existence of Urban Renewal Plan

This Urban Renewal Plan shall constitute an urban renewal plan of the City of Jackson, Mississippi (the "City"), as set forth in Mississippi Code Annotated § 43-35-13, as amended.

II. Designation of Urban Renewal Area

The City Council of the City of Jackson, Mississippi, did by Resolution of October 10, 2023, declare that certain property located in the City of Jackson, Hinds County, Mississippi area of operation and more particularly described in EXHIBIT "A" hereto to be blighted within the meaning of Mississippi Code Annotated § 43-35-3(i) and did designate such area as set forth in EXHIBIT "A" hereto as appropriate for an urban renewal project. The property described on EXHIBIT "A" hereto is the "Urban Renewal Area" for purposes of this Urban Renewal Plan.

III. The Urban Renewal Project

The Urban Renewal Project shall be the repairing, improving, adorning and equipping the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities located at 201 E. Pascagoula Street, Jackson, MS 39201 (the "Urban Renewal Project") within the City, which site shall be the property described in EXHIBIT "A" hereto (the "Project Site").

IV. Relationship to Local Objective

The Urban Renewal Project will not require a zoning change to and shall be accomplished in accordance with the city zoning ordinance and building code unless exceptions are made in accordance with law. The Urban Renewal Project will constitute an appropriate land use.

V. Ownership/Operation of Urban Renewal Project

The Project Site, currently owned and operated by the City, may be ground leased to the Jackson Redevelopment Authority ("JRA"), established as an urban renewal agency pursuant to Sections 43-35-1 through 43-35-37 of the Mississippi Code of 1972, as amended (the "Urban Renewal Act"). JRA, acting pursuant to Sections 57-105-1 of the Mississippi Code of 1972, as amended (the "MS NMTC Act"), intends to establish a "Public Benefit Corporation" (as defined therein) (the "PBC") in order to facilitate the financing for the Project utilizing federal New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986, as amended (the "Code") and, if available, Mississippi Equity Investment Tax Credits of the MS NMTC Act. JRA may ground lease the Project Site to PBC for purposes of financing the Project pursuant to the MS NMTC Act. JRA, the City and the newly formed public benefit corporation may enter into a joint development agreement, wherein the PBC will pay turnkey development payments to the City to facilitate the cost of construction of the Project. Upon completion of the renovations, PBC may lease back the Urban Renewal Project to the City for operations. To provide for this Urban Renewal Project the City and JRA, as applicable, may enter the ground leases, the leaseback, the joint development agreement and/or any other agreement(s) as may be necessary with respect to the conveyance of the Project Site and the conveyance, development and operations of the Project all consistent with the provisions of the Urban Renewal Act and the MS NMTC Act.

VI. Financing

A. Pursuant to Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "City Bond Act") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act"), the City may issue either (a) general obligation bonds of the City, in one or more taxable or tax-exempt series in a total aggregate principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "Series 2023 Bonds"), (b) a general obligation bond of the City to be sold to the Mississippi Development Bank (the "Bank"), in one or more taxable or tax-exempt series, in a total aggregate principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "Series 2023 City Bond"), and/or (c) by entering into a taxable or tax-exempt loan(s) with the Bank to borrow money from the Bank in a total principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "Series 2023 Loan"). Such Series 2023 Bonds shall be issued in the form of one or more instruments. The proceeds from sale of the Series 2023 Bonds may be used to provide the necessary funds for the Construction Project and/or Urban Renewal Project and may be contributed to the JRA to use all or a portion of such Series 2023 Bond proceeds as a leverage loan in accordance with the financing and as authorized pursuant to the Series 2023 City Bond Resolution dated September 26, 2023 and the Series 2023 Indenture, dated the date of delivery thereof.

VII. Ad Valorem Taxes

The Urban Renewal Project shall be fully subject to ad valorem taxation, unless exempted by further action of the City Council of the City of Jackson, Mississippi, or unless otherwise exempt under Mississippi law.

**EXHIBIT "A"**

**PROJECT SITE DESCRIPTION**

That certain tract of land situated in the City of Jackson, Mississippi, Hinds County, Mississippi, more particularly described as follows:

Located at 201 East 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



PO Box 632030 Cincinnati, OH 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, County of Brown

4-6-27

My commission expires

Publication Cost:	\$72.22	
Order No:	9276871	# of Copies:
Customer No:	1011549	-1
PO #:	LMSS0021513	

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

DENISE ROBERTS  
Notary Public  
State of Wisconsin

Public Hearing Notice- City  
of Jackson, MS  
LEGAL NOTICE OF PUBLIC  
HEARING ON PROPOSED  
CITY OF JACKSON,  
MISSISSIPPI  
URBAN RENEWAL PLAN  
(CITY OF JACKSON,  
MISSISSIPPI PLANETARI-  
UM PROJECT 2023)  
NOTICE IS HEREBY GIVEN  
that a public hearing, pursu-  
ant to Section 43-35-13 of the  
Mississippi Code of 1972, as  
amended and supplemented  
from time to time, will be  
held by the Board of Mayor  
and City Council of the City  
of Jackson, Mississippi (the  
"Governing Body"), acting  
for and on behalf of the City  
of Jackson, Mississippi (the  
"City"), on the 10th day  
of October, 2023, at 10:00  
o'clock a.m., Mississippi  
time, at the usual meeting  
place of the Governing Body  
located at the Jackson City  
Hall at 219 S. President  
Street, Jackson, Missis-  
sippi 39201, for the purpose  
of providing a reasonable  
opportunity for interested  
individuals to express their  
views, either orally or in  
writing, on the approval by  
the Governing Body, acting  
for and on behalf of the City,  
of an Urban Renewal Plan  
(City of Jackson, Mississippi  
Planetarium Project 2023)  
(the "2023 Urban Renewal  
Plan") of the City in connec-  
tion with repairing, improv-  
ing, adorning and equiping  
the Arts Center of Missis-  
sippi and the Russell C.  
Davis Planetarium and for  
other authorized purposes in  
connection with some includ-  
ing constructing, improving  
and paving streets, side-  
walks, driveways, park-  
ways, walkways and public  
parking facilities located at  
201 E. Pascagoula Street,  
Jackson, MS 39201 (the "2023  
Urban Renewal Project").  
Upon approval of the 2023  
Urban Renewal Plan, the  
Governing Body intends to  
ground lease the Project  
Site (as defined in the 2023  
Urban Renewal Plan) to  
the Jackson Redevelopment  
Authority ("JRA"). JRA,  
acting pursuant to Sections  
57-105-1 of the Mississippi  
Code of 1972, as amended  
(the "MS NMTC Act"),  
intends to establish a "Public  
Benefit Corporation" (as  
defined therein) (the "PBC")  
in order to facilitate the  
financing for the Construc-  
tion Project and/or Urban  
Renewal Project utilizing  
federal New Markets Tax  
Credits Pursuant to Section  
45D of the Internal Revenue  
Code of 1986, as amended (the  
"Code") and, if available,  
Mississippi Equity Invest-  
ment Tax Credits of the MS  
NMTC Act. JRA will ground  
lease the Project Site to PBC  
for purposes of financing the  
Construction Project and/  
or Urban Renewal Project  
pursuant to the MS NMTC  
Act. JRA, the City and the  
newly formed public benefit  
corporation will enter into  
a joint development agree-  
ment, wherein the PBC will  
pay turnkey development  
payments to the City to facili-  
tate the cost of construction  
of the Project. Upon comple-  
tion of the renovations, PBC  
will lease back the Urban  
Renewal Project to the City  
for operations.  
The Governing Body, at the  
above stated time and place,  
will hear all persons with  
views in favor of or opposed  
to the approval of the 2023  
Urban Renewal Plan and the  
2023 Urban Renewal Project.  
Dated this 12th day of  
September, 2023.  
CITY OF JACKSON,  
MISSISSIPPI  
By: /s/Angela Harris  
City  
Clerk  
Published: The Clarion  
Ledger and The Mississippi  
Link, September 21, 2023.  
September 21 2023  
LMS58021513

*file*  
*26862*

**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
<b>Legal Ad</b>	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
<b>Words</b>	472
<b>Run Date(s)</b>	Thursday 09/21/23
<b>\$ Amount</b>	37.76

Signed:

*Minnie Garrett*  
Authorized Representative of the Mississippi Link Newspaper

SWORN to and subscribed before me this 21 day of Sept., 2023

Notary: *Candace Mayes*

My Commission Expires: July 16 2024

(Seal)



Mississippi Link Newspaper  
2659 Livingston Rd  
JACKSON, MS 39213 US  
(601) 896-0084  
cmayes@mississippilink.com

THE MISSISSIPPI LINK

**BILL TO**  
Butler Snow LLP  
Candy Hunt  
1020 Highland Colony Pkw. Ste.  
1400  
P. O. Box 6010  
Ridgeland, MS 39157

INVOICE 26862

DATE 09/21/2023 TERMS Due on receipt

DUE DATE 09/21/2023

**CONTACT PERSON**  
Jenell Robinson

**SALES REP**  
JH

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/21/2023	<b>Advertising</b> Legal Notice Notice of Public Hearing on Proposed City of Jackson Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023) run date 9/21 472 words	1	37.76	37.76

Thank you for your business - we appreciate it very much.

Sincerely,  
Mississippi Link Newspaper

TOTAL DUE \$37.76

Please submit your email address at <https://mississippilinknews.typeform.com/to/licltG> for breaking news and timely updates. Thank you

EXHIBIT D  
PLANNING BOARD ORDER/RESOLUTION

**ORDER FINDING THAT THE PROPOSED CITY OF JACKSON  
URBAN RENEWAL PLAN (CITY OF JACKSON, MISSISSIPPI  
PLANETARIUM PROJECT 2023) IS IN CONFORMITY WITH THE  
COMPREHENSIVE PLAN OF THE CITY**

WHEREAS, pursuant to Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**Urban Renewal Act**"), the City of Jackson, Mississippi (the "**City**") is empowered to approve, adopt and implement its Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023) (the "**2023 Urban Renewal Plan**"), a copy of which is attached hereto as Exhibit A and made a part hereof, to improve certain blighted areas of the City; and

WHEREAS, the Mayor and City Council (the "**Governing Body**") of the City, did by resolution dated September 12, 2023, direct that the proposed 2023 Urban Renewal Plan be submitted to the City of Jackson, Mississippi Planning Board (the "**Planning Board**") for review and written recommendations pursuant to Section 43-35-13(b) of the Urban Renewal Act; and

WHEREAS, the Planning Board has reviewed the proposed 2023 Urban Renewal Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD AND THE GOVERNING BODY OF THE CITY:**

**SECTION 1.** The City of Jackson, Mississippi Comprehensive Plan adopted March 2, 2004 (the "**Comprehensive Plan**") is a general plan of the City for land use, transportation, community facilities and the development of the municipality as a whole.

**SECTION 2.** The Planning Board has reviewed the proposed 2023 Urban Renewal Plan as to its conformity with the Comprehensive Plan for the development of the City as a whole as required by Section 43-35-13 of the Urban Renewal Act.

**SECTION 3.** The Planning Board recommends and finds that the 2023 Urban Renewal Plan conforms to the Comprehensive Plan, specifically Section 4.3 of the Comprehensive Plan, for the development of the City as a whole as required by Section 43-35-13 of the Urban Renewal Act.

**SECTION 4.** A certified copy of this resolution or order shall be delivered by the Planning Board to the Clerk of the City (the "**City Clerk**"), within thirty (30) days of its receipt for presentation to the Governing Body of the City in connection with the City's proposed public hearing to be held on October 10, 2023 at 10:00 AM.

Mr. Eric Norwood moved adoption; Mr. Emon Thompson, III seconded.

Yeas – Ms. Florine Keeler, Ms. Joyce Jackson, Mr. Eric McKie, Ms. Jennifer Welch, Mrs. Cassandra Welchlin

Nays – None.

Abstentions – Mr. Michael Booker

Absent – None.

**STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the Planning and Zoning Board at its Regular Board Meeting on September 27, 2023. However, upon the completion of the minutes, a certified attested copy can be provided upon request.**



EXHIBIT 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

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



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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 one-time payment equal to the present value of such annual amortized amounts determined using a reasonable discount rate. In each case, Lessor shall send to Lessee a billing statement describing the Structural Replacement that was required, the date of the replacement, the cost of the replacement, and the remaining useful life of the Structural Replacement or the Demised Premises, as applicable, together with the calculation of the amount due from Lessee as additional rent. Within thirty (30) days of receipt of the billing statement for the Structural Replacement, the Lessee shall pay to the Lessor said amount. In the event that Lessee fails to maintain the Demised Premises in accordance with this Agreement, and such failure shall continue for a period of fifteen (15) calendar days after receipt of written notice by Lessee, Lessor may, but shall not be obligated to, undertake any such maintenance, repair, improvement and upkeep of the Demised Premises. All cost and expense which Lessor incurs for such maintenance, repair, improvement and upkeep of the Demised Premises shall be deemed additional rent hereunder and shall be payable by Lessee to Lessor as such in accordance with the provisions of this Agreement, but not later than the first (1st) day of the month following the month in which payment therefor is made by Lessor.

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

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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 become obligated to pay in connection with the management, operation, maintenance, replacement and repair of the Demised Premises, which costs and expenses shall include, by way of illustration and not limitation, liability and casualty insurance costs, maintenance and repair costs, accounting expenses, management fees and expenses, ad valorem taxes, utilities costs, pest control costs, and the costs of the other defined services described herein (the "Operating Expense"). Lessee shall, on the first day of each calendar month, reimburse Lessor for any Operating Expenses paid by Lessor.

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

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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 statutes 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

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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 materialmen's liens or other lien of any kind, except to the extent that the creation of such lien or liens is specifically authorized by a provision in this Agreement or the written consent of Lessor. Lessee shall not allow a lien or claim of any kind to be filed or claimed against Lessor's interest in the Demised Premises during the continuance of this Agreement. If such lien is claimed or filed, Lessee shall cause the Demised Premises to be released from the claim within 30 days after Lessor is given written notice of the claim and transmits written notice of its receipt to Lessee, whichever 30-day period expires earlier. Lessee will cause such release either by paying to the court the amount necessary to relieve and release the Demised Premises from such claim, or in any other manner which, as a matter of law, will result, within the 30-day period, in releasing Lessor and its title from the claim.

#### 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

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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:

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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

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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

Notices. Any notices or other communications hereunder shall be deemed to have been given when delivered personally, sent by electronic transmission (with confirmation receipt) to the following telephone numbers, or if deposited in the United States Mail, registered or certified, with proper postage and registration or certification fees prepaid, upon delivery by the post office addressed to the following addresses:

TO LESSEE:

City of Jackson, Mississippi

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

E-mail:

with a copy to:

Butler Snow LLP

1020 Highland Colony Parkway, Suite 1400

Ridgeland, MS 39157

Attention: Jetson G. Hollingsworth

Facsimile: (601) 985-4500

E-mail: jet.hollingsworth@gmail.com

and to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail:



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TO LESSOR:

JRA Public Benefit Corporation

\_\_\_\_\_

\_\_\_\_\_

Attention: President, Board of Directors

Facsimile: \_\_\_\_\_

E-mail:

with a copy to:

Butler Snow LLP

1020 Highland Colony Parkway, Suite 1400

Ridgeland, MS 39157

Attention: Jetson G. Hollingsworth

Facsimile: (601) 985-4500

E-mail: jet.hollingsworth@butlersnow.com

and to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail:

AND TO THE CDE LENDERS AND OTHER FINANCING PARTIES AT THE ADDRESSES SET FORTH ON EXHIBIT E.

or such other addresses as may be designated by any of the parties from time to time by written notice given to the other party in the aforesaid manner.

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.

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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.

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LESSOR:

JRA PUBLIC BENEFIT CORPORATION,  
a Mississippi nonprofit corporation

By: \_\_\_\_\_

President, Board of Directors

LESSEE:

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

By:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT B**

**IMPROVEMENTS**

**EXHIBIT C**

**BASE RENT**

**EXHIBIT D**

**MEMORANDUM OF LEASE**

(attached behind)

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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 providing certain loans in the aggregate original principal amount of \$[\_\_\_\_\_] (collectively, the “QLICI Loans”) to QALICB, and QALICB and the CDE Lenders are parties to (i) that certain Loan and Security Agreement dated

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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 QLICB 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;

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(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;

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(N) develop and implement a system for review and processing of change orders as to the Project;

(O) develop and implement a procedure for the review and processing of applications by contractors for progress and final payments;

(P) establish and implement procedures for expediting the processing and approval of shop drawings and samples;

(Q) record the progress of the Project and submit written progress reports to QALICB, including the percentage of completion and the number and amounts of change orders

(R) at the direction of QALICB, cause to be performed in a diligent and efficient manner the following:

(i) development of the Project, including any required off-site work; and

(ii) general administration and supervision of the Project, including but not limited to activities of contractors, and others employed as to the Project in a manner which complies in all respects with the Plans and Specifications;

(S) keep, or cause to be kept, accounts and cost records as to the Project;

(T) maintain, or cause to be maintained, at its expense, all accounting facilities and equipment necessary to adequately perform the foregoing functions;

(U) make available to QALICB, during normal business hours and upon its written request, copies of all contracts;

(V) maintain sufficient, reasonable and adequate documentation that provides objective evidence that details the time, effort, costs, and money spent by Developer on any of the services (e.g., time records or memoranda recounting meetings or other efforts as to such services);

(W) at the direction of QALICB, prepare requests for release of QLICI Loan proceeds for application to Project Costs (as defined below) and complete and submit all forms necessary therefor and take all other actions as necessary to comply with Section 45D of the Code as related to the Project;

(X) at the direction of QALICB, prepare a schedule of costs incurred by Developer prior to the date of consummation of the QLICI Loans in form and substance satisfactory to the CDE Lenders.

4. Project Completion. QALICB and Developer share a common interest in developing the Project and Developer has agreed to guarantee the completion of the Project in accordance with the Guaranty of Completion and Payment dated as of the Effective Date, by Developer for the benefit of the CDE Lenders (the "Guaranty"); therefore, in consideration for such benefit, and in order to induce the CDE Lenders to make the QLICI Loans to QALICB, subject to the provisions of this Agreement, Developer agrees as follows:

(A) Developer shall collaterally assign all of Developer's right, title, and interest in this Agreement and all other agreements entered into by Developer for completion of the Project to the CDE Lenders, including any warranties provided by any third parties to such agreements and all permits, licenses, and approvals necessary for completion of the Project (collectively, the "Contracts and Permits"), pursuant to that certain Assignment of Construction Documents made by Developer in favor of the CDE Lenders. Developer agrees that, upon the occurrence of an Event of Default under the Guaranty or any of the other Loan Documents, the CDE Lenders shall have the right to enforce this Agreement and the Contracts and Permits to cause the Project to be completed by a third party (the "Completion Right"). If the CDE Lenders exercise the Completion Right, the CDE Lenders shall have no obligation to advance funds in excess of any remaining undisbursed QLICI Loan proceeds to pay Project Costs or other costs required to complete construction of the Project. QALICB and JRA hereby acknowledges and consents to the Completion Right.

(B) Developer acknowledges that the terms of the Leasehold Mortgage securing the QLICI Loans impose covenants and obligations upon QALICB, the performance and observance of which will (in whole or in part) be dependent on Developer's actions and inactions as the developer of the Project. QALICB has provided to Developer a copy of the Leasehold Mortgage, and Developer has reviewed and is familiar with the provisions of such Leasehold Mortgage. Developer hereby covenants and agrees that Developer shall not violate or cause a violation of any of the provisions of the Leasehold Mortgage, and that Developer shall take such actions, on a prompt and timely basis, as shall be necessary to enable QALICB to comply with the same. Any failure by Developer to observe or comply with the foregoing provisions that is not cured by (i) the end of the applicable cure period set forth in this Agreement, if any, or (ii) the applicable cure period afforded to QALICB under the provisions of the Leasehold Mortgage, whichever is the shorter period, shall constitute a default under this Agreement.

5. Initial Turnkey Payment; Turnkey Payments. The parties acknowledge that in connection with providing the Development Services, Developer has previously incurred certain costs and expenses in the total amount of \$[\_\_\_\_\_]. As part of the consideration to lease the Demised Premises, QALICB will pay Developer the amount of \$[\_\_\_\_\_] (the "Initial Turnkey Payment"), which Initial Turnkey Payment will be paid on the Effective Date as more particularly described in the Ground Lease. Subject to the consent of the CDE Lenders, QALICB agrees to make additional payments under this Agreement (the "Turnkey Payments") for a portion of Developer's actual costs and expenses incurred or involved in providing Development Services hereunder anticipated to be in the amount of \$[\_\_\_\_\_], and any amounts incurred or paid by Developer under any agreements entered into by Developer for the purpose of undertaking or completing the Project, including without limitation the Construction Contract and Architect Agreement, subject to the amounts provided in the Project Budget (collectively, "Project Costs"). Such Turnkey Payments will be made by QALICB as such funds are made available to QALICB pursuant to that certain Disbursement Agreement dated as of the Effective Date (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "Disbursement Agreement"), by and among QALICB, Developer, [Wells Fargo, a \_\_\_\_\_], and the CDE Lender, following delivery of an invoice for reimbursable costs from Developer to QALICB and any and all other materials required to be submitted by QALICB pursuant to the Loan Documents as a condition precedent to the disbursement or release of 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.

7. Default. Developer and JRA acknowledge that the terms of the Loan Documents evidencing, governing and securing the Project funding impose covenants and obligations upon QALICB, the performance and observance of which will (in part) be dependent on Developer's actions and inactions as the developer of the Project. QALICB has provided to Developer and JRA copies of the Loan Documents, and Developer and JRA have reviewed and are familiar with the provisions of such Loan Documents. Developer and JRA shall take such actions, on a prompt and timely basis, as shall be necessary to enable QALICB to comply with such Loan Documents; provided, however, that Developer's obligations shall be limited to providing Development Services hereunder and nothing contained in this Agreement shall be construed as imposing additional obligations upon Developer with respect to the Loan Documents. Any failure by Developer or JRA to substantially comply with a material provision under this Agreement that is not cured by (i) the end of a thirty (30) calendar day opportunity to cure such default after receipt of written notice of the same from QALICB, or (ii) the applicable cure period afforded to QALICB under the provisions of the Loan Documents, whichever is the shorter period, shall constitute a default under this Agreement; provided, however, that the cure period to comply may be extended for an additional sixty (60) days if the ability to cure such failure to comply within the specified cure period is not within the reasonable control of JRA or Developer. QALICB may concurrently



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or successively pursue any remedy at law or in equity, including, but not limited to, the following: (a) terminate this Agreement; or (b) withhold any disputed amounts due to Developer. All amounts withheld by QALICB shall be promptly released to Developer only after Developer has cured the default justifying the withholding, as demonstrated by evidence reasonably acceptable to QALICB.

8. Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party at its address set out below (or to such other address that the receiving party may designate from time to time in accordance with this Section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Notice to QALICB: JRA Public Benefit Corporation

\_\_\_\_\_

Jackson, MS \_\_\_\_\_

Attention: President, Board of Directors

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

with a copy to: Butler Snow LLP

1020 Highland Colony Parkway, Suite 1400

Ridgeland, MS 39157

Attention: Jet Hollingsworth

Facsimile: (601) 985-4500

Email: jet.hollingsworth@butlersnow.com

and to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Notice to Developer: City of Jackson, Mississippi

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

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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.

11. Entire Agreement. This Agreement, together with all related exhibits and schedules, is the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile machine, portable document format ("PDF"), Electronic Signature (as defined below) or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The effectiveness of any such documents and signatures shall, subject to applicable laws, have the same force and effect as manually signed originals and shall be binding on the parties. "Electronic Signature" means any symbol or process attached to a document or instrument and executed or adopted by a person with the intent to sign the document or instrument, including, without limitation, any digital representation of a party's signature created by scanning such party's signature or by any electronic signature service such as DocuSign. The parties agree to mutually cooperate with each other to assist in obtaining and finalizing the NMTC financing transaction including, without limitation, amending this Agreement as necessary and reasonably requested by the CDE Lenders to finalize or carryout the terms or requirements for the same.

12. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Mississippi.

13. Third Party Beneficiaries. Unless otherwise evidenced in writing signed by all parties, QALICB, JRA and Developer do not intend to benefit any party that is not a party to this Agreement and no such party shall be deemed to be a third party beneficiary of this Agreement or any provision hereof; provided, however, that QALICB, JRA and Developer agree that the CDE Lenders are an intended third party beneficiary of this Agreement with the right to enforce the same as specified in Section 4 above, and the provisions of this Agreement shall not be amended, restated, modified or terminated without the prior written consent of the CDE Lenders.

[Signatures on following page]

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

DEVELOPER:

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

By:

\_\_\_\_\_  
\_\_\_\_\_

JRA:

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

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By:

\_\_\_\_\_

\_\_\_\_\_

QALICB:

JRA PUBLIC BENEFIT CORPORATION,

a Mississippi nonprofit corporation

By:

\_\_\_\_\_

President, Board of Directors

**EXHIBIT A**

**PROPERTY**

**EXHIBIT B**

**TURNKEY PAYMENTS**

**EXHIBIT G**

**JRA GROUND LEASE AGREEMENT**

**GROUND LEASE AGREEMENT**

THIS GROUND LEASE AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_, 2023 (the "Effective Date"), is made between JACKSON REDEVELOPMENT AUTHORITY, a public body corporate and politic and the urban renewal agency of the City ("Lessor"), and JRA PUBLIC BENEFIT CORPORATION, a Mississippi nonprofit corporation ("Lessee").

**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

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pursuant to the terms of the Development Agreement to pay a portion of the costs to develop and construct the Improvements on the Property, and (iii) City shall pay the remaining portion of the costs to develop and construct the Improvements on the Property, which upon completion shall be deemed a contribution in kind from City to Lessor pursuant to the City Ground Lease (the "Contribution"). The Lessor will in turn make the Contribution of remaining costs to Lessee pursuant to this Agreement. The amount of the Contribution is anticipated to be \$[\_\_\_\_\_].

D. Utilities. Lessor and Lessee agree, during the term of this Agreement, Lessee shall pay before delinquency, all charges for use of telephone, water, gas, heat, electricity, trash, sewer and all other utilities and services of whatever kind and nature which may be used in or upon the Demised Premises adequate for the intended purposes in full compliance with all governmental laws and regulations.

E. Taxes. Lessee shall pay all real estate taxes, special assessments and any other taxes, assessments or public charges levied or assessed by lawful authority against the Demised Premises attributable to the period during the term of this Agreement on or before the due date thereof, unless contested by Lessee in good faith. Lessee shall have the right to contest, in good faith, by appropriate proceedings, the amount, applicability, or validity of any such taxes or assessments. Lessee shall be responsible to pay its respective taxes on income and all its employee related taxes, if any, in connection with the operations of the Demised Premises. As between Lessor and Lessee, Lessee has the exclusive right (but shall be under no obligation), at its expense, to endeavor at any time or times to obtain a reduction in the assessed valuation of the Demised Premises, or any part thereof, for the purpose of reducing the real estate taxes, including the right to prosecute administrative and/or judicial proceedings and judicial review and appeal of any decision which Lessee, in its sole discretion, considers adverse, and the right to settle or compromise any such proceedings. Lessor will offer no objection and, at the request of Lessee, will cooperate with Lessee, without cost or expense to Lessor, in effecting such a reduction. Lessee shall be authorized to collect any tax refund payable because of any proceeding Lessee may institute, and any such tax refund shall be the property of Lessee, to the extent to which it is based on a payment made by Lessee.

So long as the Operating Lease is in effect, the parties hereto acknowledge and agree that the leasehold interest in the Demised Premises under this Agreement shall be exempt from ad valorem taxes pursuant to Mississippi law, including Section 27-31-1(b) of the Mississippi Code of 1972, as amended.

F. Quiet Enjoyment. As long as no default by Lessee in the performance of its obligations hereunder exists, Lessor covenants and agrees that Lessee shall and may peaceably have, hold, and enjoy the occupancy and use of the Demised Premises to the extent provided herein free from molestation, eviction or disturbance by Lessor or any other persons or legal entity whatsoever, and as long as no default by Lessee in the performance of its obligations hereunder exists, and upon expiration or termination of the Operating Lease, the parties hereto acknowledge and agree that Lessee shall have the right to occupy, use and operate the Demised Premises for the term of this Agreement for any use permitted by law without any disturbance or restriction by Lessor or any other persons. As long as no default by Lessee in the performance of its obligations hereunder exists, and upon expiration or termination of the Operating Lease, Lessor hereby covenants that, should Lessee determine that any easements are necessary in order for Lessee to occupy, use and operate the Demised Premises for the term of this Agreement, Lessor shall grant to Lessee any easements and shall take any other action available to Lessor that may be required in order to allow Lessee to occupy, use and operate the Demised Premises for the term of this Agreement.

G. Initial Turnkey Payment; Turnkey Payments. The parties acknowledge that City has incurred costs in the total amount of \$[\_\_\_\_\_] in connection with the WIP. As part of the consideration to lease the Demised Premises for the term of this Agreement as provided in Section C. above, Lessee shall pay to City the amount of \$[\_\_\_\_\_] (the "Initial Turnkey Payment"), payable on or before the date hereof in one initial upfront installment. The Initial Turnkey Payment shall be made directly to Lessor pursuant to the Flow of Funds Memorandum (as defined in the CDE Loan Agreement).

The parties acknowledge that pursuant to the Development Agreement, it is anticipated that City will incur additional costs in the amount of \$[\_\_\_\_\_], in connection with the

development and construction of a portion of the Improvements. As part of the consideration to lease the Demised Premises for the term of this Agreement as provided in Section C. above, Lessee shall pay to City the Turkey Payments, payable as set forth in the Development Agreement. The parties hereto acknowledge and agree that the foregoing transactions will be classified for federal income tax purposes as set forth in Section VI.B. below.

Further, Lessor agrees to allow the Construction Parties (as defined in the Development Agreement) to access the Demised Premises for the purposes of completing the work contemplated under the Development Agreement.

H. Development Agreement. Lessor and Lessee shall observe all requirements, terms and conditions of the Development Agreement. To the extent reasonably necessary, and without violating the laws of the State of Mississippi, Lessor and Lessee shall cooperate with each other to obtain the required permits, approvals, and authorizations for the construction of the Improvements in accordance with this Agreement, including by joining in applications for building permits, subdivision plat approvals, certificates of dedication, public works or other agreements, utility easements, permits for sewer, water and other utility services, and the dedication to the applicable governmental authorities of such title to or easements for utility, roadway and slope or storm drainage areas or facilities as are reasonably necessary or desirable.

## II. CONSTRUCTION OF THE IMPROVEMENTS

A. Construction of the Improvements. Lessor shall cause the Improvements to be constructed on the Property in accordance with the Plans and Specifications and the terms and conditions of the Development Agreement. Pursuant to the Development Agreement, Lessee has appointed City to provide for, or cause to be provided for, the complete construction of the Improvements.

B. Lessee to Bear a Portion of Construction Costs. Lessee is financing a portion of the costs to complete the construction of the Improvements on the Property pursuant to the CDE Loan Documents. Turnkey Payments for a portion of the costs of construction of the Improvements shall be made from the moneys which shall be disbursed for this purpose in accordance and upon compliance with the CDE Loan Agreement and as provided for under the Development Agreement, the City Ground Lease and this Agreement.

C. Risk of Loss. Lessee will be responsible for and will indemnify, defend, save and hold harmless Lessor against all damage done to the Demised Premises because of any negligent act or omission by Lessee, its employees, subcontractors, or agents.

## III. LIENS

Lessee shall not create or allow a lien or claim of any kind to be filed or claimed against Lessor's interest in the Demised Premises during the continuance of this Agreement, except to the extent that the creation of such lien or liens is specifically authorized by a provision in this Agreement, the CDE Loan Agreement, or the written consent of Lessor. If any prohibited lien is claimed or filed because of any act or omission by Lessee, its employees, subcontractors, or agents, Lessee shall cause the Demised Premises to be released from the claim within 30 days after Lessor is given written notice of the claim and transmits written notice of its receipt to Lessee, whichever 30-day period expires earlier. Lessee will cause such release either by paying to the court the amount necessary to relieve and release the Demised Premises from such claim, or in any other manner which, as a matter of law, will result, within the 30-day period, in releasing Lessor and its title from the claim.

## IV. INSURANCE; DESTRUCTION OR CONDEMNATION

A. Insurance. From and after any earlier date when Lessee, or City pursuant to the Operating Lease, makes actual use of and occupies the Demised Premises or any part of it, Lessee shall cause to be written a policy or policies of insurance in the form generally known as public liability policies. The policies shall insure Lessee against all claims and demands made by any person or persons for injuries received in connection with the operating and maintenance of the Demised Premises and for any other risk insured against by such policies. Each class of policies shall be written within limits of not less than \$500,000 for damages incurred or claimed by any one person for bodily injury, or otherwise, and damages to property or as otherwise required

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under the CDE Loan Agreement and the other CDE Loan Documents. All such policies shall name Lessee, Lessor, City and each Lender (as defined below), as their respective interests may appear, as the insured persons. Lessee shall promptly deliver the original or a duplicate original of each policy or policies to Lessor and each Lender as soon as they are written, together with adequate evidence of the fact that the premiums are paid.

B. Lessee's Insurance Obligation. From and after the time this Agreement commences, Lessee will keep insured or cause to be kept insured all buildings and improvements upon the Property against all loss or damage by fire and windstorm, together with "extended coverage." The amount of insurance shall at all times be sufficient to prevent any party in interest from being or becoming a co-insurer on any part of the risk, and shall not be less than 80 percent of the full insurable value. All such policies shall name Lessee, City, Lessor and each Lender, as their respective interests may appear, as the insured persons. Without limiting the foregoing, for so long as the CDE Loans remain outstanding, Lessee shall maintain in full force and effect such insurance coverages as are required to be maintained under the CDE Loan Agreement.

C. Insurance Premiums. Lessee shall pay premiums for all of the insurance policies it is required to carry under the terms of this Agreement, and shall deliver to Lessor, City and each Lender evidence of such payment before the payment of any premiums become in default. Lessee shall also cause renewals of expiring policies to be written and the policies or copies thereof, as required by this Agreement, to be delivered to Lessor, City and each Lender as it may request.

D. Destruction or Damage. If during the term of this Agreement, all or any portion of the Demised Premises is destroyed or damaged as the result of fire, windstorm, or other casualty, Lessee shall immediately notify the applicable insurers; Lessor, City and each Lender of the destruction or damage, and Lessee, at its expense or at the expense of any lessee under the Operating Lease, shall repair or replace or cause to be repaired or replaced the destroyed or damaged Demised Premises. Unless otherwise required by the CDE Loan Agreement or any other CDE Loan Document, the proceeds of all insurance maintained by Lessee on the Demised Premises shall be applied in accordance with the CDE Loan Agreement and the other CDE Loan Documents, and if no loan is outstanding that is secured by a lien on the Demised Premises, then applied: first, to pay the costs of clearing and restoring the Demised Premises; and second, to Lessee. Notwithstanding anything herein to the contrary, for so long as the CDE Loans remain outstanding, all insurance proceeds shall be applied in accordance with the CDE Loan Agreement and the other CDE Loan Documents.

E. Condemnation. If all or any portion of the Property is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain or private purchase, the following provisions shall apply: 1) subject to the rights of each Lender under the Leasehold Deed of Trust, Lessee shall receive that part of any award or compensation that is attributable to the fair market value of Lessee's leasehold estate in the Property, including leasehold improvements, together with any severance damages determined by a court of competent jurisdiction, and 2) Lessor shall receive that part of any award of compensation that is attributable to the fair market value of Lessor's estate in the Property (including the reversionary interest). Notwithstanding anything herein to the contrary, for so long as the CDE Loans remain outstanding, all condemnation proceeds shall be applied in accordance with the CDE Loan Agreement and the other CDE Loan Documents.

#### V. REPAIR OBLIGATIONS

During the continuance of this Agreement, Lessee shall keep or cause the lessee under the Operating Lease to keep in good state of repair and in commercially reasonable condition the Demised Premises (reasonable wear and tear excepted). Lessee shall promptly repair, at its expense and in a manner reasonably acceptable to Lessor, any damage to Lessor's property or to the property of others caused by Lessee or its managers, officers, agents, employees, or contractors. Lessee or a lessee under the Operating Lease shall not suffer or permit any strip, waste, or neglect of the Demised Premises to be committed. Lessee shall repair, replace, and renovate the Demised Premises as often as necessary to keep the Demised Premises in repair and condition suitable for public elementary school education standards. Notwithstanding the foregoing, Lessee shall have no obligation to maintain any portion of the Demised Premises for the period beyond their useful life (determined as of the Commencement Date).



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Lessor and Lessee agree that on the commencement date of the Operating Lease, City shall assume all responsibilities and liabilities to operate and maintain the Demised Premises in conformity with the provisions contained herein. Notwithstanding the foregoing, City (in its capacity as Lessee under the Operating Lease) shall have no obligation to maintain any portion of the Demised Premises for the period beyond their useful life (determined as of the Commencement Date).

**VI. SPECIAL CONDITIONS**

A. Compliance with New Markets Tax Credits. Lessee acknowledges that the Improvements to be constructed upon the Property by Lessor will be financed utilizing federal New Markets Tax Credits (the "Tax Credits") authorized under Section 45D of the Internal Revenue Code of 1986, as amended (the "Code"), and both Lessee and Lessor agree that no action shall be taken by any party without the written consent of all parties that would in any way jeopardize or threaten the validity of the Tax Credits during the seven (7) year period wherein such credits are subject to recapture under Section 45D(g) of the Code. During the term of the CDE Loan Agreement, neither Lessor nor Lessee shall be entitled to use, nor permit the use of, the Demised Premises for any Excluded Activity or Business (as defined in the CDE Loan Agreement).

B. Transfer of Ownership for Federal Income Tax Purposes. Notwithstanding anything to the contrary contained in this Agreement, Lessor and Lessee hereby agree and acknowledge that, notwithstanding the form of this transaction as a lease for local and state law purposes, it is the intent of each that this transaction be treated as a sale or grant of the Demised Premises from Lessor to Lessee, and for Lessee to be treated as the owner of the Demised Premises, for federal income tax purposes. For Federal income tax and accounting purposes, Lessor recognizes and shall continue to recognize (i) Lessee as the owner of the Demised Premises pursuant to this Agreement, and (ii) this Agreement as transferring ownership to Lessee; Lessor and Lessee agree that neither shall take any tax reporting position to the contrary. In furtherance and not in limitation of the foregoing, Lessor and Lessee agree that (i) to the greatest extent possible, the risk of loss and the benefits of profit and appreciation with respect to the Demised Premises shall reside with Lessee, (iii) it is not Lessor's intent to realize any meaningful residual value from the Demised Premises on or after the date hereof, and (iv) Lessee alone shall be entitled to all of the tax attributes of ownership of the Demised Premises, including, without limitation, the right to claim depreciation or cost recovery deductions.

C. Ground Lease Pledged to Lenders.

(1) Lessee shall have the right to mortgage and otherwise encumber this Agreement and Lessee's leasehold interest, in whole or in part, by one or more leasehold deed of trusts, including, but not limited to, the CDE Lender Deed of Trust (as defined below) (a "Leasehold Deed of Trust") to any person or entity. Any Leasehold Deed of Trust shall not constitute a lien on Lessor's ground lease interest in the Property. No holder of any such Leasehold Deed of Trust (together with the CDE Lender, a "Lender") shall be liable for performance of any of the covenants and obligations of Lessee under this Agreement, except during any period from and after such Lender's actual possession of, and exercise of Lessee's rights with respect to the Demised Premises. Lessor consents to Lessee's assignment of rents in and to the Demised Premises to a Lender, and for a Lender in any action that relates in any manner to 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 Loan Documents and all of the terms thereof. The CDE Lenders

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shall be a Lender for all purposes hereunder and the CDE Lender Deed of Trust shall be a Leasehold Deed of Trust for all purposes hereunder.

(3) Lessor agrees not to accept a voluntary: (a) surrender, (b) termination or (c) amendment of this Agreement, the Development Agreement, the City Ground Lease or the Operating Lease by Lessee, at any time while a Leasehold Deed of Trust shall remain a lien on Lessee's leasehold interest, without the prior written consent of the applicable Lender.

(4) If Lessee or Lessor fails to keep, observe or perform any of the terms of this Agreement required to be kept, observed or performed by it, in addition to any notice to Lessee or Lessor, required hereunder, Lessor or Lessee, as applicable, shall give written notice of such failure to each Lender in accordance with the notice provisions contained herein. No notice of a failure or other default by Lessor or Lessee under or with respect to this Agreement shall be deemed to have been duly given unless and until a copy thereof has been so served on each Lender. Lessor and Lessee agree to accept performance by any Lender with the same force and effect as though kept, observed or performed by Lessee or Lessor, as applicable. Such Lender shall have the same right as Lessee or Lessor to enter the Demised Premises for the express purpose of keeping, observing or performing such terms. Notwithstanding anything to the contrary in this Agreement, Lessor and Lessee agree that in the event of a default under this Agreement that would give Lessor or Lessee the right, immediately or after the lapse of a period of time, to cancel or terminate this Agreement or exercise any of its other rights or remedies hereunder, Lessor or Lessee, as applicable, shall not exercise such right unless and until (a) Lessor or Lessee has given written notice to each Lender of such default, act or omission, (b) Lessor or Lessee has given each Lender an opportunity to cure, and (c) such Lender or its designee has failed to cure or remedy the default, act or omission within thirty (30) days after the expiration of Lessee's or Lessor's cure period in the case of a default in the due and punctual payment of any taxes, insurance premiums or other charges or monetary amounts required to be paid under this Agreement and within sixty (60) days after the expiration of Lessee's or Lessor's cure period in the case of a failure to observe or perform any other material terms of this Agreement to be observed or performed by Lessee, and if such default cannot with due diligence and good faith be cured within such sixty (60) day period, then such longer period of time as may be reasonably necessary, not to exceed one hundred eighty (180) days.

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

(6) In addition to any rights and remedies a Lender may have pursuant to a Leasehold Deed of Trust or under any other applicable documents governing the terms of Lessee's and such Lender's agreements with respect to the Demised Premises, if a default exists under this Agreement, Lessor shall not terminate this Agreement or take any steps to obtain control or possession of the Demised Premises if, within a period not in excess of ninety (90) days following Lessor's written notice to such Lender of the occurrence of such default, the Lender (a) commences foreclosure or other appropriate proceedings or is taking other steps to obtain control or possession of the Demised Premises and, (b) makes payment of all past due amounts, and is making payment of all sums due Lessor, when due, and (c) if such default is reasonably susceptible to cure by such Lender (taking into account, among other things, such Lender not being in possession), is taking reasonable steps to cure same, in which event, such Lender, upon appropriate notice to Lessor, shall have the right: (i) to acquire by foreclosure proceedings or other appropriate steps Lessee's interest in this Agreement, and (ii) to remove Lessee from the Demised Premises. Such Lender shall not be required to institute foreclosure proceedings if it is able to acquire and does acquire Lessee's leasehold interest by any other legal means, including, without limitation, voluntary assignment. Lessor agrees that if by reason of a bankruptcy, insolvency or similar type proceeding, or by reason of any other judicial order or legislative enactment, the Lender shall be stayed from commencing (or if commenced, from continuing) foreclosure proceedings or other appropriate steps, then the Lender shall be deemed to be prosecuting such proceedings with diligence and continuously so long as it is in good faith attempting to obtain relief from any such stay.

(7) Any Lender shall be given prompt notice by Lessor and Lessee of any legal proceedings by the parties hereto involving obligations under this Agreement, and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. If any Lender shall not elect to intervene or become a party to such proceedings, the Lender shall receive notice of, and a copy of any award or decision made in, said

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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

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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

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during the term of this Agreement (including without limitation a tenancy-in-common or other partial interest in the Demised Premises and/or this Agreement), without the prior written consent of Lessee, but only on the express conditions that (i) the lien of any such leasehold mortgage or leasehold deed of trust shall be subordinate to the leasehold interest of Lessee in the Demised Premises and other rights of Lessee (including extension options) created by this Agreement, as it may be extended, amended or otherwise modified from time to time (as well as any replacement lease for this Agreement entered into by a Lender pursuant to Section VI.D. above), (ii) the lien of any such leasehold mortgage or leasehold deed of trust shall be subordinate to the Leasehold Deed of Trust held by the CDE Lender and/or its successors and assigns, as it may be extended, amended or otherwise modified from time to time, and (iii) any transferee of Lessor's leasehold interest in the Demised Premises and/or its interest in this Agreement during the term of this Agreement (including without limitation a tenancy-in-common or other partial interest in the Demised Premises and/or this Agreement) shall be bound by the terms of this Agreement.

F. Lessor and Lessee acknowledge and agree that pursuant to Section 57-105-1(7)(d) of the Mississippi Code of 1972, as amended, this Agreement, the City Ground Lease, the Development Agreement and the Demised Premises are exempt from any limitation or requirements with respect to leasing, acquiring and/or constructing public property or facilities in the State of Mississippi.

## VII. REPRESENTATIONS AND WARRANTIES

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

(1) Existence. Lessor is a body corporate and politic and an urban renewal agency of the City of Jackson, Mississippi, and has all requisite power and authority to execute, deliver, and perform this Agreement and transactions contemplated hereby.

(2) Authority. This Agreement and all agreements and instruments contemplated by this Agreement to which Lessor is a party or signatory have been duly authorized, executed and delivered by Lessor and constitute the legal, valid and binding obligations of Lessor enforceable in accordance with their terms. All requisite action of Lessor has been taken to authorize the execution, delivery and performance of this Agreement and all transactions contemplated hereby.

(3) Conflicting Instruments. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby do not and will not violate the Act nor any note, bond, indenture, lease or other agreement or instrument to which Lessor is a party or by which it is bound.

(4) Environmental. To the best of its knowledge, between the issuance of the Environmental Reports and the Commencement Date, Lessor has not released or caused or permitted to be released on or from the Property any Hazardous Materials in violation of any Environmental Laws (as such terms are defined in the Operating Lease).

(5) Liens and Encumbrances. As of the Commencement Date, no liens encumber or have been filed against the Demised Premises (other than the CDE Lender Deed of Trust in favor of the CDE Lenders) and all work performed as of the Commencement Date has been paid in full and no person or entity has a claim against Lessor for nonpayment of the same.

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

(1) Existence. Lessee is a nonprofit corporation, duly organized and validly existing in good standing under the laws of the State of Mississippi and has all requisite power and authority to execute, deliver, and perform this Agreement and the transactions contemplated hereby.

(2) Authority. This Agreement and all agreements and instruments contemplated by this Agreement to which Lessee is a party or signatory have been duly authorized, executed, and delivered by Lessee and constitute the legal, valid and binding obligations of Lessee enforceable in accordance with their terms. All requisite organizational action of Lessee has been

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taken to authorize the execution, delivery and performance of this Agreement and all transactions contemplated hereby.

(3) **Conflicting Instruments.** The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not violate the Articles of Incorporation of Lessee as filed with the Secretary of State of the State of Mississippi on \_\_\_\_\_, \_\_\_, or the Bylaws of Lessee adopted on \_\_\_\_\_, 20\_\_\_, nor any note, indenture, lease or other agreement or instrument to which Lessee is a party or by which it is bound.

**VIII. LESSEE QUALIFICATION AS EXEMPT ORGANIZATION UNDER SECTION 501(c)(3) OF THE CODE**

Lessee has made an application with the Internal Revenue Service (the “IRS”) to request qualification as an exempt organization under Section 501(c)(3) of the Code. Lessee agrees to pursue qualification as a 501(c)(3) exempt organization under the provisions of the Code. If the application for 501(c)(3) exempt organization status is delayed or denied based on the application submitted by Lessee, Lessee agrees to provide for any reasonable changes in such application (or with respect to its organizational structure) as may be required by the IRS for Lessee to be approved as a 501(c)(3) exempt organization.

**IX. EVENTS OF DEFAULT AND REMEDIES**

A. **Event of Default.** In the event of default by any party of any of its covenants or conditions contained in this Agreement, the defaulting party shall be given notice citing the default(s) and allowing it thirty (30) days from such notice to cure such breach. If the defaulting party has diligently commenced work to cure such breach during such thirty (30) day period but additional time is needed to cure such breach, the non-defaulting party may grant the defaulting party an extension of thirty (30) days, in its discretion. If the defaulting party has failed to cure the breach within sixty (60) days from the date of non-defaulting party’s notice of such breach, and provided Lender has not cured Lessee’s breach pursuant to the provisions hereof, the non-defaulting party may proceed in accordance with Section IX.B. below. Any notice of default to, or opportunity to cure in favor of, Lessee under this Section IX.A. shall simultaneously be provided to Lender in accordance with Section VI.C. above.

B. **Remedies.** Upon a default by Lessee under Section IX.A. above, subject to the rights of any Lender, Lessor may exercise any remedies available to it at law or equity other than terminating this Agreement. Lessee hereby acknowledges that equitable remedies are appropriate under this Agreement, and without limiting the generality of the foregoing, Lessor’s remedies shall include: (i) appointment of a receiver to operate the Demised Premises; or (ii) specific performance. The remedies, rights and privileges of Lessor in case of default of Lessee as enumerated above shall not be exclusive; and, in addition thereto, Lessor may exercise and enforce all rights in law and in equity which it may otherwise have because of said default. In the event of a default by Lessor under Section IX.A. above, Lessee may exercise and enforce all rights in law and in equity which it may otherwise have because of said default.

C. **Waiver of Rights, Remedies and Relief.** No delay or failure of either party to exercise any power or right hereunder, or under a similar agreement with third parties, shall operate as a waiver of any right, remedy or relief which either party is entitled; and such rights, remedies and relief shall be deemed continuous; nor shall a partial exercise preclude the party from full exercise thereof.

D. **Forbearance During Term of CDE Loans.** Notwithstanding anything herein to the contrary, Lessor shall forbear from exercising any of its remedies under this Agreement for so long as the CDE Loans remain outstanding.

**X. MISCELLANEOUS PROVISIONS.**

A. **Notices.** Any notices or other communications hereunder shall be deemed to have been given when delivered personally, sent by electronic transmission (with confirmation receipt) to the following telephone numbers, or if deposited in the United States Mail, registered or certified, with proper postage and registration or certification fees prepaid, upon delivery by the post office addressed to the following addresses:

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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: \_\_\_\_\_

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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

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By:

\_\_\_\_\_

\_\_\_\_\_

LESSEE:

JRA PUBLIC BENEFIT CORPORATION,

a Mississippi nonprofit corporation

By: \_\_\_\_\_

President, Board of Directors

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT B**

**WIP**

**EXHIBIT C**

**IMPROVEMENTS**

**EXHIBIT D**

**MEMORANDUM OF GROUND LEASE**

**(attached behind)**

**EXHIBIT E**

**FORM OF ESTOPPEL CERTIFICATE**

[Date]

[Addressee]

Re: Ground Lease Agreement dated \_\_\_\_\_, 2023 (as amended from time to time, the "Lease") by and between Jackson Redevelopment Authority (the "Lessor") and JRA Public Benefit Corporation ("Lessee") with respect to certain premises in Hinds County, Mississippi (the "Property")

Ladies and Gentlemen:

This Estoppel Certificate is being delivered in connection with a financing transaction the proceeds of which were used to develop and construct a new elementary school on the Property pursuant to that certain Ground Lease Agreement dated as of \_\_\_\_\_, 2023 (the "JRA Ground Lease"). Lessee's leasehold interest in the Property was pledged to Hope New Markets \_\_, LLC, a Mississippi limited liability company (the "Hope CDE Lender") and Wells Fargo \_\_, LLC, a \_\_\_\_\_ limited liability company (the "Wells CDE Lender" together with the Hope CDE Lender, the "CDE Lenders"), as collateral for the CDE Lenders' loans under that certain Loan and Security Agreement dated as of \_\_\_\_\_, 2023. This Estoppel Certificate may be relied upon by the CDE Lenders, their successors and assigns, including a purchaser of an interest in any such loan, and any person claiming by or through the CDE Lender (each, a "Recipient"). Accordingly, Lessor and Lessee certify to and agree with each Recipient as of the date hereof as follows:

1. The Lease is in full force and effect. The Lease has not been amended, modified, supplemented, assigned, or extended, and is in full force and effect as of the date hereof. There are no other agreements, whether written or oral, between Lessor and Lessee affecting the Property or Lessee's obligation to pay rentals under the Lease.

2. The term of the Lease commenced on \_\_\_\_\_, 2023, and will expire on \_\_\_\_\_, 2073.

3. Lessee acknowledges full receipt and satisfaction of all consideration contemplated or required by Section I.C. Lessee has paid to Lessor all rent and other sums otherwise owed under the Lease as of the date hereof.

4. There are no defaults or events that with the passage of time or notice would constitute a default by Lessor or Lessee under the Lease. Lessor and Lessee are in full compliance with all of the terms, conditions and covenants of the Lease. Lessor has no actual knowledge of any claims by others against Lessee relating to the Property or its use. No event has occurred giving, and no state of facts exist which, with the passage of time or the giving of notice, or both, would give, Lessor the right to terminate the Lease. As of this date, Lessor has no defenses or offsets against the full and complete enforcement of the Lease by Lessee or its predecessors, successors or assigns, including the CDE Lenders.

5. All obligations under the Lease to be performed by either Lessor or Lessee prior to the date hereof have been satisfied, including but not limited to, any obligations of Lessee to make or pay for any improvements, alterations or work done on the Property, and all improvements or work required to be performed by Lessee have been completed in accordance with the Lease and have been accepted by Lessor.

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

7. If the CDE Lenders or their designees succeed to Lessee's (or any successor to Lessee) interest in the Property or if a sale by power of sale or by judicial or non-judicial foreclosure occurs, Lessor agrees to attorn to and accept the CDE Lenders, their designees or a purchaser at such sale as its lessee under the Lease for the then remaining balance of the term thereof and Lessor shall be bound to such new lessee, in accordance with the all of the provisions of the Lease, for the remaining term of the Lease. This attornment shall be self-operative.

8. The undersigned individual hereby certifies that he or she is duly authorized to sign, acknowledge and deliver this Estoppel Certificate on behalf of Lessor or Lessee, as applicable. If

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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:

\_\_\_\_\_  
President, Board of Directors

**EXHIBIT F**

**ADDRESSES OF EACH LENDER AND OTHER FINANCING PARTIES**

**EXHIBIT H**

**CITY GROUND LEASE AGREEMENT**

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GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this “Agreement” or “City Ground Lease”), dated as of \_\_\_\_\_, 2023 (the “Effective Date”), is made between CITY OF JACKSON, MISSISSIPPI, a body corporate and politic of the State of Mississippi (“Lessor”), and JACKSON REDEVELOPMENT AUTHORITY, a body corporate and politic and the urban renewal agency of the City of Jackson, Mississippi (“Lessee”).

W I T N E S S E T H

WHEREAS, Lessor is the owner of fee simple owner of certain real property located at 201 E. Pascagoula Street, Jackson, MS 39201, and more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Lessor has determined that it is necessary and appropriate to lease the Property owned by Lessor and the improvements hereafter constructed thereon (including, but not limited to, the Improvements (as defined below)), as well as certain work in progress undertaken by Lessor as more particularly described on Exhibit B attached hereto (the “WIP”);

WHEREAS, on or about the Effective Date but following the execution of this Agreement, the Lessee will subsequently ground lease (the “JRA Ground Lease”) the Property, Improvements and WIP to the JRA Public Improvement Corporation, a Mississippi nonprofit corporation (the “QALICB”), with the understanding that QALICB, in cooperation with Lessee and Lessor, will continue to cause the development, repairing, improving, adorning and equipping the Russell C. Davis Planetarium and other authorized purposes with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities on the Property, all as more fully described on Exhibit C attached hereto (collectively, the “Improvements,” and, together with the Property and the WIP, the “Demised Premises”) in accordance with the Development Agreement (as defined below) and the Plans and Specifications (as defined in the Development Agreement); and

WHEREAS, Lessor, Lessee and QALICB have entered into that certain Development Services Agreement, dated as of the Effective Date (as the same may be amended, assigned, restated, modified or supplemented from time to time, the “Development Agreement”) pursuant to which Lessor will cause the development and construction of the Improvements and QALICB will make turnkey development payments (the “Turnkey Payments”) using the proceeds of certain loans in the aggregate original principal amount of \$[\_\_\_\_\_] (collectively, the “CDE Loans”) from [Hope New Markets \_\_, LLC, a Mississippi limited liability company (the “HOPE CDE”) and Wells Fargo \_\_, LLC, a \_\_\_\_\_ limited liability company (the “Wells CDE” together with Hope CDE, the “CDE Lenders”)], pursuant to that certain Loan and Security Agreement between QALICB, as borrower, and CDE Lenders, as lenders, dated as of the Effective Date (as the same may be amended, assigned, restated, renewed modified or supplemented from time to time, the “CDE Loan Agreement”), and certain other ancillary documents (collectively and together with the CDE Loan Agreement, the “CDE Loan Documents”); and

WHEREAS, QALICB (in its capacity as lessor under the Operating Lease (as defined below)) has agreed to lease the Demised Premises to Lessor (in its capacity as lessee under the Operating Lease), pursuant to that certain Lease Agreement dated as of the Effective Date, between Lessor and QALICB (as the same may be amended, assigned, restated, modified or supplemented from time to time, the “Operating Lease”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. LEASE OF THE DEMISED PREMISES

A. General. The intent of Lessor and Lessee is that Lessor shall lease to Lessee the Demised Premises. Lessor hereby grants and leases to Lessee, and Lessee hereby accepts, upon the terms and conditions hereinafter set forth, the Demised Premises to be used by Lessee to ground lease the Demised Premises to the QALICB pursuant to the JRA Ground Lease, finance the Demised Premises pursuant to the Development Agreement and ultimately lease to the Demised Premises to the Lessor for operations pursuant to the Operating Lease.

B. Term. The term of this Agreement shall commence on \_\_\_\_\_, 202\_, subject to the performance of the parties of the terms and conditions hereof (the "Commencement Date"), and shall continue until \_\_\_\_\_, 2123 (the "Expiration Date"). At the Expiration Date, Lessee shall surrender to Lessor the Demised Premises in good and clean condition (ordinary wear and tear excepted) and free of all personal property of Lessee; provided, however, that Lessee shall have no obligation to maintain any portion of the Demised Premises for the period beyond their economic useful life (determined as of the Commencement Date), and Lessee shall execute and deliver to Lessor any and all instruments and documents that Lessor reasonably requests to effectively transfer, assign, and convey the Demised Premises to Lessor, free of any encumbrances, excluding any Permitted Liens (as defined in the CDE Loan Agreement).

C. Consideration. Lessor hereby leases its interest in the Demised Premises to Lessee for the term of this Agreement with the understanding and agreement that, subject to the terms of the Development Agreement, Lessee and QALICB shall cause the Improvements to be constructed in accordance with the Plans and Specifications. Lessor and Lessee agree that in exchange for the rights granted to Lessee under this Agreement, Lessee will ground lease the Demised Premises to the QALICB pursuant to the JRA Ground Lease and that QALICB, (i) using a portion of the proceeds of the CDE Loans, QALICB shall pay the Initial Turnkey Payment (as defined below) as set forth in Section I.G. below, (ii) using a portion of the proceeds of the CDE Loans, QALICB shall make the Turnkey Payments to Lessor pursuant to the terms of the Development Agreement to pay a portion of the costs to develop and construct the Improvements on the Property, and (iii) Lessor shall pay the remaining portion of the costs to develop and construct the Improvements on the Property, which upon completion shall be deemed a contribution in kind from Lessor to Lessee pursuant to this Agreement (the "Contribution"). The amount of the Contribution is anticipated to be \$[\_\_\_\_\_]. The Lessee will in turn make the Contribution of the remaining costs to the QALICB pursuant to the JRA Ground Lease.

D. Utilities. Lessor and Lessee agree, during the term of this Agreement, Lessee shall pay before delinquency, all charges for use of telephone, water, gas, heat, electricity, trash, sewer and all other utilities and services of whatever kind and nature which may be used in or upon the Demised Premises adequate for the intended purposes in full compliance with all governmental laws and regulations.

E. Taxes. Lessee shall pay all real estate taxes, special assessments and any other taxes, assessments or public charges levied or assessed by lawful authority against the Demised Premises attributable to the period during the term of this Agreement on or before the due date thereof, unless contested by Lessee in good faith. Lessee shall have the right to contest, in good faith, by appropriate proceedings, the amount, applicability, or validity of any such taxes or assessments. Lessee shall be responsible to pay its respective taxes on income and all its employee related taxes, if any, in connection with the operations of the Demised Premises. As between Lessor and Lessee, Lessee has the exclusive right (but shall be under no obligation), at its expense, to endeavor at any time or times to obtain a reduction in the assessed valuation of the Demised Premises, or any part thereof, for the purpose of reducing the real estate taxes, including the right to prosecute administrative and/or judicial proceedings and judicial review and appeal of any decision which Lessee, in its sole discretion, considers adverse, and the right to settle or compromise any such proceedings. Lessor will offer no objection and, at the request of Lessee, will cooperate with Lessee, without cost or expense to Lessor, in effecting such a reduction. Lessee shall be authorized to collect any tax refund payable because of any proceeding Lessee may institute, and any such tax refund shall be the property of Lessee, to the extent to which it is based on a payment made by Lessee.

So long as the Operating Lease is in effect, the parties hereto acknowledge and agree that the leasehold interest in the Demised Premises under this Agreement shall be exempt from ad valorem taxes pursuant to Mississippi law, including Section 27-31-1(b) of the Mississippi Code of 1972, as amended.

F. Quiet Enjoyment. As long as no default by Lessee in the performance of its obligations hereunder exists, Lessor covenants and agrees that Lessee shall and may peaceably have, hold, and enjoy the occupancy and use of the Demised Premises to the extent provided herein free from molestation, eviction or disturbance by Lessor or any other persons or legal entity whatsoever, and as long as no default by Lessee in the performance of its obligations hereunder exists, and upon expiration or termination of the JRA Ground Lease and the Operating Lease, the parties hereto acknowledge and agree that Lessee shall have the right to occupy, use and operate

the Demised Premises for the term of this Agreement for any use permitted by law without any disturbance or restriction by Lessor or any other persons. As long as no default by Lessee in the performance of its obligations hereunder exists, and upon expiration or termination of the JRA Ground Lease and the Operating Lease, Lessor hereby covenants that, should Lessee determine that any easements are necessary in order for Lessee to occupy, use and operate the Demised Premises for the term of this Agreement, Lessor shall grant to Lessee any easements and shall take any other action available to Lessor that may be required in order to allow Lessee to occupy, use and operate the Demised Premises for the term of this Agreement.

G. Initial Turnkey Payment; Turnkey Payments. The parties acknowledge that Lessor has incurred costs in the total amount of \$[ ] in connection with the WIP. As part of the consideration to lease the Demised Premises for the term of this Agreement as provided in Section C. above, Lessee shall require QALICB (pursuant to the JRA Ground Lease) to pay to Lessor the amount of \$[ ] (the "Initial Turnkey Payment"), payable on or before the date hereof in one initial upfront installment. The Initial Turnkey Payment shall be made directly to Lessee pursuant to the Flow of Funds Memorandum (as defined in the CDE Loan Agreement).

The parties acknowledge that pursuant to the Development Agreement, it is anticipated that Lessor will incur additional costs in the amount of \$[ ], in connection with the development and construction of a portion of the Improvements. As part of the consideration to lease the Demised Premises for the term of this Agreement as provided in Section C. above, Lessee shall require QALICB (pursuant to the JRA Ground Lease) to pay to Lessor the Turkey Payments, payable as set forth in the Development Agreement. The parties hereto acknowledge and agree that the foregoing transactions will be classified for federal income tax purposes as set forth in Section VI.B. below.

Further, Lessor agrees to allow the Construction Parties (as defined in the Development Agreement) to access the Demised Premises for the purposes of completing the work contemplated under the Development Agreement.

H. Development Agreement. Lessor and Lessee shall observe all requirements, terms and conditions of the Development Agreement. To the extent reasonably necessary, and without violating the laws of the State of Mississippi, Lessor and Lessee shall cooperate with each other to obtain the required permits, approvals, and authorizations for the construction of the Improvements in accordance with this Agreement, including by joining in applications for building permits, subdivision plat approvals, certificates of dedication, public works or other agreements, utility easements, permits for sewer, water and other utility services, and the dedication to the applicable governmental authorities of such title to or easements for utility, roadway and slope or storm drainage areas or facilities as are reasonably necessary or desirable.

## II. CONSTRUCTION OF THE IMPROVEMENTS

A. Construction of the Improvements. Lessor shall cause the Improvements to be constructed on the Property in accordance with the Plans and Specifications and the terms and conditions of the Development Agreement. Pursuant to the Development Agreement, Lessee has appointed QALICB to provide for, or cause to be provided for, the complete construction of the Improvements.

B. QALICB to Bear a Portion of Construction Costs. QALICB is financing a portion of the costs to complete the construction of the Improvements on the Property pursuant to the CDE Loan Documents. Turnkey Payments for a portion of the costs of construction of the Improvements shall be made from the moneys which shall be disbursed for this purpose in accordance and upon compliance with the CDE Loan Agreement and as provided for under the Development Agreement, the JRA Ground Lease and this Agreement.

## III. LIENS

Lessee shall not create or allow a lien or claim of any kind to be filed or claimed against Lessor's interest in the Demised Premises during the continuance of this Agreement, except to the extent that the creation of such lien or liens is specifically authorized by a provision in this Agreement, the CDE Loan Agreement, or the written consent of Lessor. If any prohibited lien is

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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



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compensation that is attributable to the fair market value of Lessor's estate in the Property (including the reversionary interest). Notwithstanding anything herein to the contrary, for so long as the CDE Loans remain outstanding, all condemnation proceeds shall be applied in accordance with the CDE Loan Agreement and the other CDE Loan Documents.

V. REPAIR OBLIGATIONS

During the continuance of this Agreement, Lessee shall keep or cause the QALICB to keep under the JRA Ground Lease to keep in good state of repair and in commercially reasonable condition the Demised Premises (reasonable wear and tear excepted). Lessee shall, or cause QALICB to, promptly repair, at its expense and in a manner reasonably acceptable to Lessor, any damage to Lessor's property or to the property of others caused by Lessee, QALICB or its managers, officers, agents, employees, or contractors. Lessee or a lessee under the JRA Ground Lease or lessee under the Operating Lease shall not suffer or permit any strip, waste, or neglect of the Demised Premises to be committed. Lessee shall, or cause QALICB to, repair, replace, and renovate the Demised Premises as often as necessary to keep the Demised Premises in repair and condition suitable for public elementary school education standards. Notwithstanding the foregoing, Lessee shall have no obligation to maintain any portion of the Demised Premises for the period beyond their useful life (determined as of the Commencement Date).

Lessor and Lessee agree that on the commencement date of the Operating Lease, Lessor shall assume all responsibilities and liabilities to operate and maintain the Demised Premises in conformity with the provisions contained herein. Notwithstanding the foregoing, Lessor (in its capacity as Lessee under the Operating Lease) shall have no obligation to maintain any portion of the Demised Premises for the period beyond their useful life (determined as of the Commencement Date).

VI. SPECIAL CONDITIONS

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

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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.

(17) Lessor acknowledges that Lessee will enter into the JRA Ground Lease and that QALICB will enter into the CDE Loan Agreement and the other CDE Loan Documents, pursuant to which the CDE Lenders will make the CDE Loans, the proceeds of which will be used by QALICB to make the Turnkey Payments in connection with the development and construction of the Improvements and the other permitted uses provided in the CDE Loan Documents. Lessor further acknowledges and agrees that Lessee’s leasehold interest hereunder has been ground leased to the QALICB pursuant to the JRA Ground Lease and the QALICB’s leasehold interest has been pledged to the CDE Lender as collateral for the CDE Loans under the CDE Loan Agreement, pursuant to that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the Effective Date made by Lessee in favor of the CDE Lenders (the “CDE Lenders’ Deed of Trust”). Lessor hereby consents to the CDE Lender Deed of Trust, the CDE Loan Documents and all of the terms thereof. The CDE Lenders shall be a Lender for all purposes hereunder and the CDE Lenders’ Deed of Trust shall be a Leasehold Deed of Trust for all purposes hereunder.

(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.

(19) 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.

(21) 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

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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.

(22) 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.

(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

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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).

J. 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**

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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 of its knowledge, between the issuance of the Environmental Reports and the Commencement Date, Lessor has not released or caused or permitted to be released on or from the Property any Hazardous Materials in violation of any Environmental Laws (as such terms are defined in the Operating Lease).

(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.

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:

TO LESSOR:

City of Jackson, Mississippi

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: (601) \_\_\_\_ - \_\_\_\_\_

E-mail: \_\_\_\_\_

with a copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

TO LESSEE:

Jackson Redevelopment Authority

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Facsimile: (601) \_\_\_\_\_

E-mail: \_\_\_\_\_

with a copy to:

Butler Snow LLP

1020 Highland Colony Parkway, Suite 1400

Ridgeland, MS 39157

Attention: Jetson G. Hollingsworth

Facsimile: (601) 985-4404

E-mail: jet.hollingsworth@butlersnow.com

and to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

AND TO THE CDE LENDERS AND OTHER FINANCING PARTIES AT THE ADDRESSES SET FORTH ON EXHIBIT F.

or such other addresses as may be designated by any of the parties from time to time by written notice given to the other party in the aforesaid manner.

B. Assignment. This Agreement and all rights pertaining hereto, and obligations hereunder may be assigned by Lessor or Lessee at any time only with the written consent of the other party, which consent will not unreasonably be withheld, conditioned or delayed. Notwithstanding the foregoing, (i) QALICB may encumber and assign its leasehold interest in the JRA Ground Lease under a Leasehold Deed of Trust, and any successor in interest thereto, pursuant to Section VI.C.(1) without the consent of Lessor and (ii) QALICB may assign or transfer this Agreement to a Lender at any time in connection with QALICB's exercise of its remedies pursuant to the applicable Leasehold Deed of Trust. Other than as specifically permitted herein, this Agreement shall not be assigned by Lessee to any other party.

C. Binding Effect. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

D. Brokerage Commissions. Each party represents and warrants to the other party that such warranting party has not incurred any obligation to pay any brokerage commissions by reason

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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:



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JACKSON REDEVELOPMENT AUTHORITY,

a body corporate and politic and urban renewal agency of the City of Jackson, Mississippi

By:

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT B**

**WIP**

**EXHIBIT C**

**IMPROVEMENTS**

**EXHIBIT D**

**MEMORANDUM OF GROUND LEASE**

**(attached behind)**

**EXHIBIT E**

**FORM OF ESTOPPEL CERTIFICATE**

[Date]

[Addressee]

Re: Ground Lease Agreement dated \_\_\_\_\_, 2023 (as amended from time to time, the “Lease”) by and between City of Jackson, Mississippi (the “Lessor”) and Jackson Redevelopment Authority (“Lessee”) with respect to certain premises in Hinds County, Mississippi (the “Property”)

Ladies and Gentlemen:

This Estoppel Certificate is being delivered in connection with a financing transaction the proceeds of which were used to develop, repair, improve, adorn and equip the Russell C. Davis Planetarium and other authorized purposes with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities on the Property pursuant to that certain Ground Lease Agreement dated as of \_\_\_\_\_, 2023 (the “City Ground Lease”). Lessee’s leasehold interest in the Property was ground leased to the JRA Public Benefit Corporation (the “QALICB”) pursuant to that certain Ground Lease Agreement dated as of \_\_\_\_\_, 2023 (the “JRA Ground Lease”). The QALICB’s leasehold interest in the Property was pledged to Hope New Markets \_\_, LLC, a Mississippi limited liability company (the “Hope CDE Lender”) and [Wells Fargo \_\_, LLC, a \_\_\_\_\_ limited liability company (the “Wells CDE Lender” and, together with the Hope CDE Lender, the “CDE Lenders”), as collateral for the CDE Lenders’ loans under that certain Loan and Security Agreement dated as of \_\_\_\_\_, 2023. This Estoppel Certificate may be relied upon by the CDE Lenders, their successors and assigns, including a purchaser of an interest in any such loan, and any person claiming by or through the CDE Lenders (each, a “Recipient”). Accordingly, Lessor and Lessee certify to and agree with each Recipient as of the date hereof as follows:

10. 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.

11. The term of the Lease commenced on \_\_\_\_\_, 2023, and will expire on \_\_\_\_\_ 20\_\_.

12. 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.

13. 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.

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.

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]

IN WITNESS WHEREOF, the parties have caused this Estoppel Certificate to be duly executed as of the Effective Date.

LESSOR:

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

By:

\_\_\_\_\_  
\_\_\_\_\_

LESSEE:

JACKSON REDEVELOPMENT AUTHORITY,

a body corporate and politic and urban renewal agency of the City of Jackson, Mississippi

By:

\_\_\_\_\_

**EXHIBIT F**  
**ADDRESSES OF EACH LENDER AND OTHER FINANCING PARTIES**

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

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**President Banks** recognized **Tray Hairston, Butler Snow, LLP**, who provided a brief overview of said item.

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

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

\* \* \* \* \*

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

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

CASE NO.	NAME	LOCATION	USE	GRANTED
SE-3970 Ward 1	Brad Reeves	4909 Ridgewood Rd. & 1538 Sheffield Dr.	Professional Office	10/16/2017
SE-4102 Ward 7	Midtown Christian Academy	217 Millsaps Ave.	Commercial Day Care	10/19/2020
4187 Ward 1	Osama Nasser	1039 E County Line Rd. Suite 102	Tobacco Paraphernalia	10/17/2022
C-UP		Jackson, MS	Retail Business	

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

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

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**Council Member Lindsay** who moved, **President Banks** seconded by, to amend said order to include the renewal of Case No. 4145 due to payment received after agenda posted. The motion prevailed by the following votes:

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

-----

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

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

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

CASE NO.	NAME	LOCATION	USE	GRANTED
SE-3970 Ward 1	Brad Reeves	4909 Ridgewood Rd. & 1538 Sheffield Dr.	Professional Office	10/16/2017

**REGULAR ZONING MEETING OF THE CITY COUNCIL  
MONDAY, OCTOBER 16, 2023 2:30 P.M.**

<b>SE-4102</b>	Midtown Christian Academy	217 Millsaps Ave.	Commercial Day Care	10/19/2020
<b>Ward 7</b>				
<b>4187</b>		1039 E County Line Rd. Suite 102	Tobacco Paraphernalia	
<b>Ward 1</b>	Osama Nasser	Jackson, MS	Retail Business	10/17/2022
<b>C-UP</b>				
<b>4145</b>				
<b>Ward 7</b>	YANA Club of MS, Inc.	Northview Drive	Accessory Off-Street Parking Lot	10/17/2022
<b>C-UP</b>				

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

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

\*\*\*\*\*

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Regular Council Meeting to be held at 10:00 a.m. on Tuesday, October 24, 2023. At 3:20 p.m., the Council stood adjourned.

**PREPARED BY:**

**APPROVED:**

\_\_\_\_\_  
**CLERK OF COUNCIL**

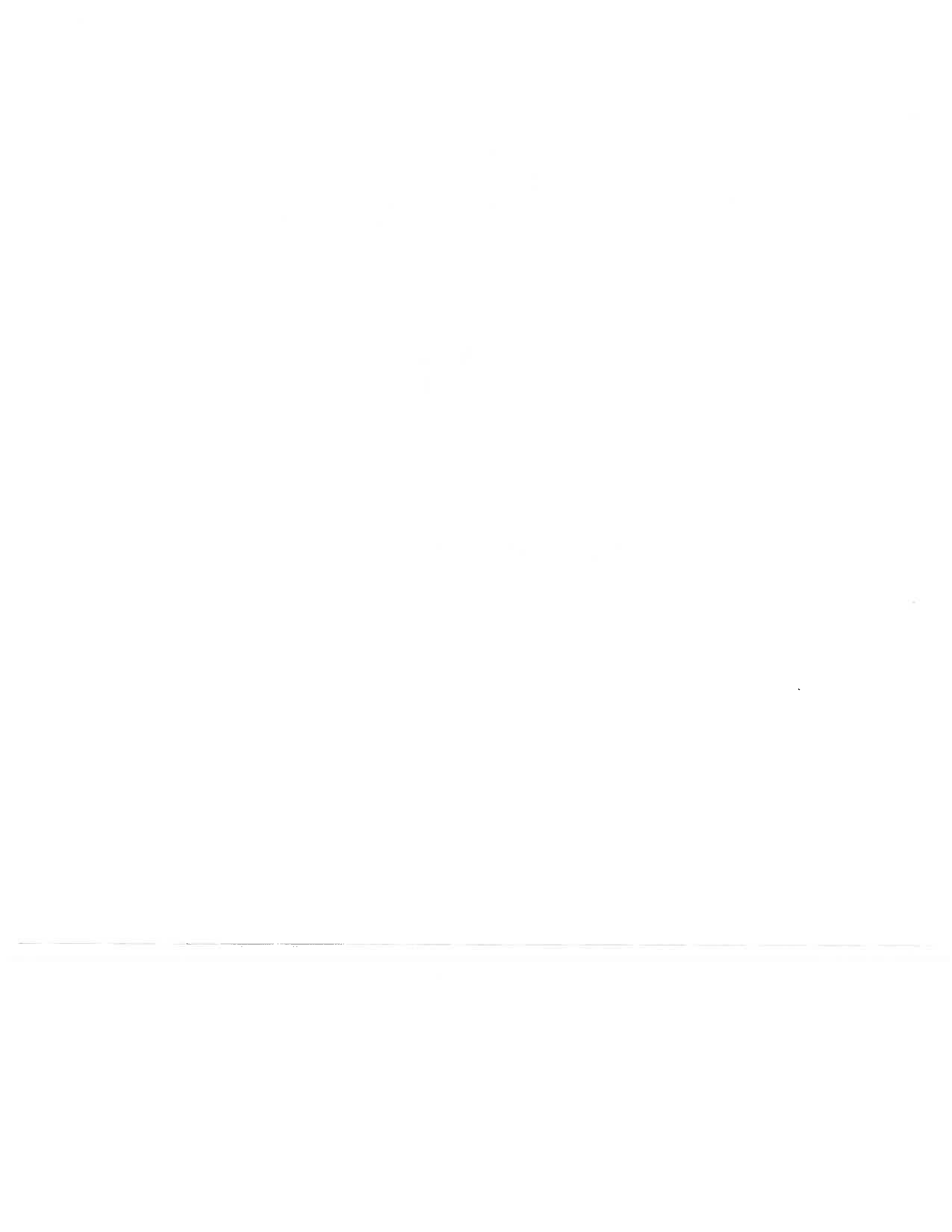
\_\_\_\_\_, \_\_\_\_\_  
**COUNCIL PRESIDENT    DATE**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**  
\_\_\_\_\_  
**CITY CLERK**

\*\*\*\*\*

# Introduction Of Ordinances

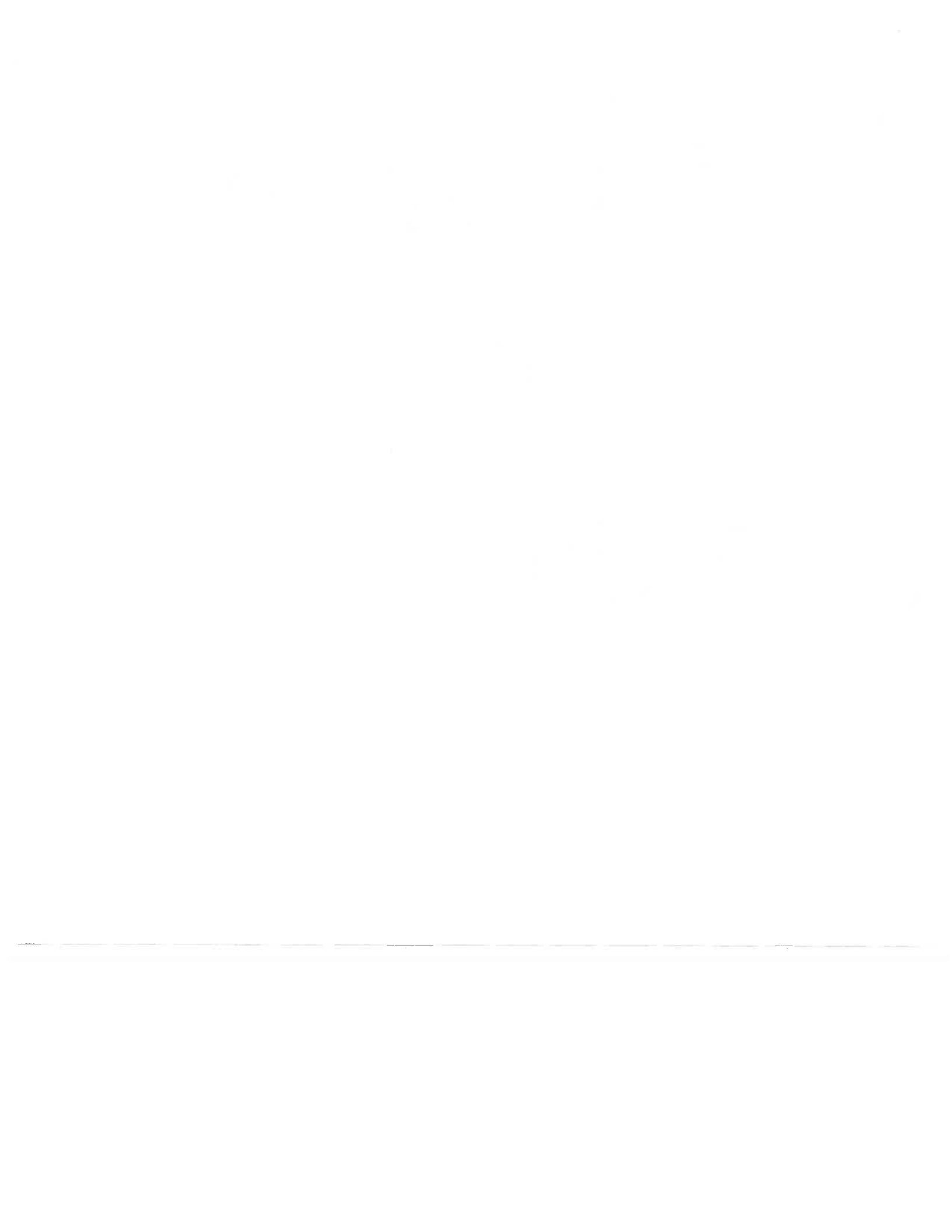


8





# Adoption Of Ordinances



9



**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RESTRICTING THE USE OF TAKE HOME CITY VEHICLES EXCEPT THOSE DEEMED ESSENTIAL ACCORDING TO THIS ORDINANCE IN ADDITION, RESTRICTING THE USE OF TAKE HOME CITY VEHICLES OUTSIDE OF THE CITY LIMITS OF JACKSON WITH NO EXCEPTIONS AND THE TRANSFER OF ANY VEHICLE FROM ANY DEPARTMENT TO ANOTHER, WITHOUT CITY COUNCIL APPROVAL.**

**WHEREAS**, the City Council of Jackson, Mississippi acknowledges its legislative and fiscal responsibility account for the receivables, expenses, and auditing of the city's financial assets; and

**WHEREAS**, the City Council of Jackson, Mississippi acknowledges and does hereby recognize, the need to achieve financial savings for the municipality of Jackson, by cutting cost in the use of vehicles and maintenance due to excessive and unnecessary use of any city employee; and

**WHEREAS**, the aim and goal of this ordinance is to prevent any waste of unnecessary fuel usage, and to prevent the damage of any city vehicles being utilized during a time that is not pertaining to work of the City of Jackson; and

**WHEREAS**, the City Council of Jackson, Mississippi recognizes the importance of keeping a proper audit of its assets; and

**WHEREAS**, the City Council of Jackson, Mississippi recognizes the importance of a vehicle/vehicles being purchased and approved by the City Council within a department staying within the department unless otherwise approved as a transfer of assets by the City Council of Jackson, Mississippi; and

**WHEREAS**, the only vehicles exempt from the restriction of not allowing employees to take home vehicles and deemed essential of this ordinance are as follows:

- 1) All police and certified personnel of the Jackson Police Department, as given permission by only the Chief of the Jackson Police Department.
- 2) Employees of the command staff of the Jackson Fire Department, as given permission by only the Chief of the Jackson Fire Department.
- 3) Essential employees of the Public Works Director as deemed essential by the public works department for emergency services only.
- 4) The Director of Planning and Development & Designated Code Enforcement Manager
- 5) The Director of Parks and Recreation
- 6) The Mayor of the City of Jackson

**WHEREAS**, the City Council of Jackson, MS understands the value of employee travel for specific trainings, which shall be approved and managed by Department Director according to a policy approved by the City Attorney's office.

**WHEREAS**, upon the violation of this ordinance and any such report of such violation, this matter shall be investigated by the city council according to its statutory authority. Be it also known, that the defunding or decrease of fuel and the budgeted amount for the purchase or lease of vehicles of the department in violation will be considered by the Jackson City council.

**BE IT HEREBY RESOLVED**, that the City Council of Jackson, Mississippi through its legislative and financial responsibility over the cities financial assets approved by the city council restricts the taking home of any city vehicles except those deemed essential and exempt according to this ordinance. In addition the restriction of taking home a city vehicle outside of the city limits of Jackson, Mississippi is completely prohibited without any exemptions.

**BE IT ALSO HEREBY RESOLVED**, that the City Council of Jackson, Mississippi with its legislative, financial, and auditing authority, in addition with its authority to approve the purchasing of vehicles within departments restricts the transfer of vehicles within departments without approval or amendment to the order purchasing the vehicle for said department of the City Council of Jackson, Mississippi.

# Regular Agenda





# Claims



# Payroll



12



13





**ORDER DESIGNATING JPMORGAN CHASE BANK AS THE CITY OF JACKSON PUBLIC FUNDS DEPOSITORY FOR 2023-2024 AND 2024-2025**

10/31/23  
 JPM

**WHEREAS**, on February 14, 2023, the governing authorities for the city of Jackson approved the Municipal Depository bid notice for the city; and

**WHEREAS**, on March 21, 2023, JP Morgan Chase Bank, Cadence Bank, Trustmark National Bank, and Regions submitted proposals to provide banking services for two years; and

**WHEREAS**, JP Morgan Chase Bank, Cadence Bank, Trustmark National Bank, and Regions meet the statutory requirements for public funds depositories, as provided by Section 27-105-315 of the Mississippi Code (1972), as amended; and

**WHEREAS**, the Department of Administration represents the following as a breakdown of the bids to provide depository service for two years for the city of Jackson:

<b>Description</b>	<b>JPMorgan Chase Bank</b>	<b>Cadence Bank</b>	<b>Trustmark National Bank</b>	<b>Regions Bank</b>
Annual Cost Year 1	\$0.00	\$74,053.97	\$72,730.80	\$167,212.30
Annual Cost Year 2	\$110,012.64	\$74,053.97	\$72,730.80	\$167,212.30
Conversion cost one-time credit	<u>(\$2,500.00)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Cost	\$107,512.64	\$148,107.94	\$145,461.60	\$334,424.60
<b>Interest Rates</b>				
<b>Bid Fixed Rate</b>	3.57 %	3.55%	3.30%	0.00%
*Bid Interest Calculation	<u>\$3,213,000.00</u>	<u>\$3,195,000.00</u>	<u>\$2,970,000.00</u>	
Net Income (Loss) to City	<u>\$2,986,819.64</u>	<u>\$3,046,892.06</u>	<u>\$2,824,538.40</u>	<u>(\$334,424.60)</u>

(Based on daily average balance of \$90,000,000)

**WHEREAS**, the Department of Administration recommends that the governing authorities for the city of Jackson accept JPMorgan Chase Bank’s proposal as the lowest and best bid submitted to provide banking services; and

**IT IS, THEREFORE, ORDERED** that the governing authorities for the city of Jackson accept JPMorgan Chase Bank’s bid to provide banking services as the lowest and best bid, and JPMorgan Chase Bank is designated as the depository for 2023-2024 and 2024-2025 fro the city of Jackson.

**IT IS, FURTHER, ORDERED** that the Mayor is authorized to execute any and all documents necessary to accomplish the purposes of this Order, and the Department of Administration is authorized to make payments to JPMorgan Chase Bank in accordance with this Order and the proposal submitted by said bank.

Agenda Item # **13**  
 November 7, 2023  
 (Malembeka, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE

<b>POINTS</b>		<b>COMMENTS</b>	
1	<b>Brief Description/Purpose</b>	DESIGNATING DEPOSITORIES FOR 2023-2024	
2	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	CHANGES IN GOVERNMENT	
3	<b>Who will be affected</b>	N/A	
4	<b>Benefits</b>	N/A	
5	<b>Schedule (beginning date)</b>	UPON APPROVAL BY CITY COUNCIL	
6	<b>Location:</b> • <b>WARD</b>  • <b>CITYWIDE (yes or no) (area)</b>  • <b>Project limits if applicable</b>	N/A	
7	<b>Action implemented by:</b> • <b>City Department</b> <input type="checkbox"/> • <b>Consultant</b> <input type="checkbox"/>	DEPARTMENT OF ADMINISTRATION	
8	<b>COST</b>	\$110,012.64	
9	<b>Source of Funding</b> • <b>General Fund</b> <input type="checkbox"/> • <b>Grant</b> <input type="checkbox"/> • <b>Bond</b> <input type="checkbox"/> • <b>Other</b> <input type="checkbox"/>	Various Funds	
10	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes <u>  x  </u> no _____ WAIVER yes <u>  x  </u> no _____ WAIVER yes <u>  x  </u> no _____ WAIVER yes <u>  x  </u> no _____ WAIVER yes <u>  x  </u> no _____

# CITY OF JACKSON

## DEPARTMENT OF ADMINISTRATION

**TO:** Chokwe A. Lumumba, Mayor

**FROM:** Sharon Thames, Deputy Director  
Department of Administration

**DATE:** July 14, 2023

**RE:** Banking Services Bids for 2023 thru 2024

---

On March 21, 2023 the City of Jackson received bids from Cadence Bank, Trustmark National Bank, JPMorgan Chase Bank and Regions Bank to provide depository services for 2023 thru 2024. After reviewing the bids, JPMorgan Chase Bank submitted the best bid to provide these services.

Listed below is an analysis of bids submitted.

Description	JPMorgan Chase Bank	Cadence Bank	Trustmark National Bank	Regions Bank
Annual Cost year 1	\$0.00	\$74,053.97	\$72,730.80	\$167,212.30
Annual Cost year 2	<u>\$110,012.64</u>	<u>\$74,053.97</u>	<u>\$72,730.80</u>	<u>\$167,212.30</u>
Conversion cost-one time credit	<u>(\$2,500.00)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Cost	<u>\$107,512.64</u>	<u>\$148,107.94</u>	<u>\$145,461.60</u>	<u>\$334,424.60</u>
<b><u>Interest</u></b>				
<u>Bid Fixed Rate</u>	3.57 %	3.55%	3.30%	0.00%
*Bid Interest Calculation	<u>\$3,213,000.00</u>	<u>\$3,195,000.00</u>	<u>\$2,970,000.00</u>	
Net Income (Loss) to City	<u>\$2,986,819.64</u>	<u>\$3,046,892.06</u>	<u>\$2,824,538.40</u>	<u>(\$334,424.60)</u>

\*Based on daily average balance of \$90,000,000

Office of the City Attorney


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

10/31/23 A.D.

## OFFICE OF THE CITY ATTORNEY

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This **ORDER DESIGNATING JPMORGAN CHASE BANK AS THE CITY OF JACKSON PUBLIC FUNDS DEPOSITORY FOR 2023-2024 AND 2024-2025** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Catoria Martin**, *City Attorney*  
**Sondra Moncure**, *Deputy City Attorney* S.M.

11/1/23  
Date

**TABULATION OF RFP RECEIVED FOR BANKING SERVICES-DEPOSITORY BID**

RFP NO. 94629-032123

ADVERTISED: February 23, 2023

OPENED: March 21, 2023

TREASURY DIVISION

DEPARTMENT OF ADMINISTRATION

ACCOUNT: 001411.30-6614

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Trustmark National Bank</u> 248 East Capitol Street <u>Jackson, MS 39201</u>	<u>Regions</u> 1020 Highland Colony <u>Ridgeland, MS 39157</u>	<u>JP Morgan Chase Bank</u> 100 S. Congress St <u>Jackson, MS 39201</u>	<u>Cadence Bank</u> 525 E. Capitol Street <u>Jackson, MS 39201</u>
1.	INTEREST RATE BID-FIXED	3.30%	No bid	3.57%	3.55%
2.	BANKING SERVICES-ANNUAL COST	\$72,730.80	\$167,212.30	\$110,012.64	\$74,053.97
3.	INTEREST RATE BID-VARIABLE	No proposal	3.00%	Bank Managed	3.95% (03/21/23)
<b>NOTES:</b>					
		Annual Cost is an estimate may vary. Rate only applies to funds derived from taxes and fees collected, excludes federal matching funds and/or other funds received from sources other than taxes and fees including, but not limited to funds received through ARPA or similar federal or charitable sources	Proposes to offset fees up to \$59,45.05 with 3% interest on excess deposits if balances of \$70M is maintained	Proposes to offset fees for 12 months up to \$112,000.00. Second year cost up to \$112,000.00, and waive all implementation fees Earnings credit rate of 3.67% after initial waived analysis period will generate additional income of \$110,000.00 per month.	To receive fixed or variable minimum balance must be \$50M and maximum of \$300M. Deposits not derived from normal operating procedures (i.e. bond proceeds federal funding from federal/state agencies: EPA, DEQ, federal disaster funds, legal settlements) are subject to interest quotes at current market conditions.

J.P.Morgan


# Proposal for City of Jackson

**Banking Services-Depository Bid**

RFP No. 94629-032123 | March 21, 2023







*“Throughout our history, JPMorgan Chase has built its reputation on being there for clients, customers and communities in the most critical times. This unprecedented environment is no different. Our actions during this global crisis are essential to keeping the global economy going and will be remembered for years to come”*

**JAMIE DIMON**

Chairman and Chief Executive Officer  
JPMorgan Chase & Co.

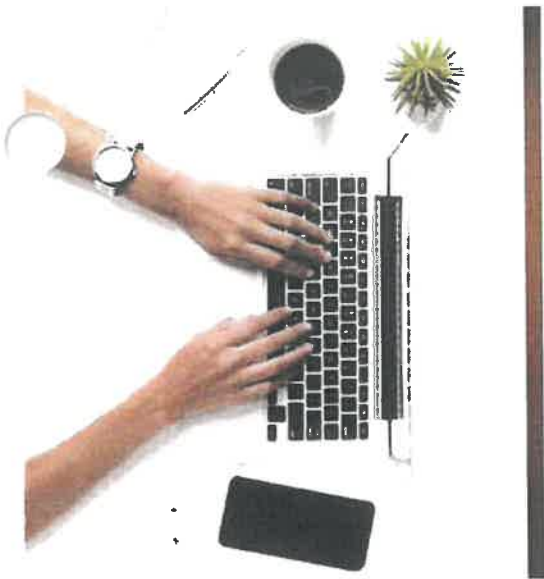


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- Appendix 1: Pro forma
- Appendix 2: Lockbox data transmission guidelines and formats description
- Appendix 3: Sample implementation plan



# Message to City of Jackson

March 21, 2023

Felicia Young  
Finance Manager  
219 South President Street  
Jackson, MS 39201

*RE. Banking Services-Depository Bid RFP No 94629-032123*

Dear Felicia:

Thank you for the opportunity to respond to the City of Jackson's (the City) Banking Services-Depository Bid – RFP No 94629-032123. JPMorgan Chase Bank, N.A. (J.P. Morgan) appreciates the opportunity to establish a banking relationship with the City by offering innovative banking solutions.

Our goal is to deliver comprehensive treasury services solutions economically and efficiently to our clients, while maximizing the use of technology. Our solution endeavors to isolate areas where paper processes can be eliminated and where manual processes can be reduced. We also look for the utilization of operating cash, both day-to-day operating balances, as well as any excesses. Our proposal is designed to present the City with an exceptional operating structure.

Our success is directly related to our business philosophy of providing personalized client service and innovative products to our public sector clients. We believe J.P. Morgan is well suited to perform the duties as the City's primary banking services provider for the following reasons:

- **Treasury Services Expertise:** As a leading provider of banking services to the government sector, J.P. Morgan has the scope and scale necessary to provide leading treasury solutions to the City. We have provided comprehensive depository, disbursement, payable, and cash management services for more than 200 years and are precisely positioned to delivering value and industry leading practices to the City. With more than 1,900 government clients, J.P. Morgan Treasury Services is one of the world's most capable providers of treasury management services while providing local coverage, government expertise and dedicated client service.

- **Shared Community Commitment:** We are proud to be local, a bank expanding our presence in the City including a downtown branch, which is now open at 100 S Congress St. J.P. Morgan is also investing in the community beyond bank branches—in August of last year, we partnered with United Way of the Capital Area to support Jackson area families and communities by contributing to the Water Crisis Relief Partnership. We are also exploring ways to collaborate with community leaders such as Nashlie Sephus and the Bean Path. J.P. Morgan's corporate citizenship is broad based – we are dedicated to working to uplift all communities. Through ongoing investments, business initiatives and philanthropic commitments, we aim to help employees, customers, clients and communities grow and thrive sustainably—with opportunity for all (<https://www.jpmorganchase.com/impact>).
- **Financial Strength and Stability:** J.P. Morgan, one of the largest financial institutions in the world, is well positioned to handle the City's deposit needs at whatever amount it could reach over the life of the contract. We are an approved depository in the State of Mississippi and have the capital to properly collateralize the City's deposits.
- **Leader in Government Banking:** We understand that careful attention to quality and client service is the key difference in maintaining a strong relationship with our clients. We believe this critical component is what differentiates J.P. Morgan from the competition and has made us a market leader in providing treasury services to public sector clients, including municipalities like City of Jackson. By selecting us as your banking services provider, the City can be confident that you will be supported by an experienced and accessible team with a consultative approach and a strong commitment to understanding your needs and delivering solutions that exceed expectations.
- **Technology Commitment:** City of Jackson requires a leading technology provider who has the financial strength and innovation necessary to effectively and efficiently meet your banking needs both now and into the future. **In 2022, J.P. Morgan's technology spend budget was \$12 billion** on investments in technology with a focus on electronic payments, cyber-security and fraud protection.
- **Implementation and Project Management Approach:** J.P. Morgan differentiates itself through excellent implementation and project management, as well as exemplary client service. These are critical components for the successful implementation of the banking services outlined in the Banking Services – Depository Bid. You should have confidence in the capabilities of your selected bank to understand and respond in a timely fashion to your requirements. From the time our business relationship is initiated, through the implementation of our products and ongoing support, you will experience consistent and responsive service that is provided with personal attention.

After careful and thoughtful review of the City's objectives, we present our proposal to the City's Banking Services RFP. Throughout our response, we have demonstrated our desire and commitment to become your banking services provider. By selecting J.P. Morgan, the City can be confident that you will be supported by a provider who can deliver market leading value through our experienced personnel, advanced technology, consultative approach and proven solutions that will serve you well into the future.

Thank you for your consideration. We would welcome the opportunity to present our solutions in person to clarify our proposal and answer any questions.

Sincerely,



Dan Lally  
Relationship Manager  
J.P. Morgan Government Banking  
Phone: (615) 514-7977  
Email: dan.lally@jpmorgan.com



John Ewing  
Treasury Management Officer  
J.P. Morgan Government Banking  
Phone: (404) 926-2793  
Email: John.ewing@jpmorgan.com

# Executive Summary



# Executive Summary

The City has an exciting opportunity to deliver innovative services and solutions to your nearly 150,000 residents

As you develop your strategy to propel yourself into the future with treasury and financial excellence, your financial provider should demonstrate their approach to pioneering solutions, transforming industries, embracing diversity and providing clients with dedicated support.

An important step to take for good financial health is transforming treasury to meet the changing needs of your residents and to maintain business resiliency. Having a single treasury management provider facilitates better insights into managing receivables, payable and liquidity which provides a strong base of operations for your everyday needs.

We are excited about this opportunity to develop our relationship with the City. Let our government-focused team add value by aligning our initiatives with your objectives, and periodically reassess our plan to achieve optimal results.

## Achieving the City's goals

We will share insights and perspectives to help your staff operate with maximum efficiency and to meet your objectives. We will collaborate with your team to implement innovative solutions that help drive operational outcomes, enhance automation and lower staff time spent on manual processes with a well-prepared strategic plan of proposed initiatives which align with your objectives. We consistently reevaluate this plan to stay current with your goals and priorities.

## Competitive service fees and financial benefits

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As part of our overall response to the City's RFP, we offer the following financial benefits:

### Pricing and incentives

- **Waive first twelve (12) months of analysis fees of up to \$112,000**
- We offer a **transition credit of \$2,500** to be applied to your supply and remote deposit scanner order at implementation
- We will **waive all implementation fees**
- We are offering interest-bearing DDAs during the first 12 months of free account analysis fees yielding roughly **\$3,213,000 of interest earnings** on an average balance of \$90 million

## **Maximized liquidity**

The City can optimize working capital and maximize liquidity with the proposed account structure options:

- **Earnings credit rate of 3.67%** to offset fees after the initial waived analysis period
- **Hybrid Demand Deposit Account rate of 3.57%**, which is a hard interest rate on excess balances in your Demand Deposit Account
- **Money Market Deposit Account of 3.57%**

## **Experienced relationship team**

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Our Government Banking team is a specialized group of relationship managers dedicated to delivering solutions to state and local governments.

We demonstrate our commitment and experience in the government sector by serving more than 1,900 government clients.

As your relationship team, we have the experience and expertise that comes with longevity and the specialization of working solely with government clients. We understand the specific challenges that cities and local governments face.

The following are your relationship team's brief biographies:

## Dan Lally

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<b>Role</b>	Relationship Manager
<b>Address</b>	1201 Demonbreun St Ste 1280, Floor 12 Nashville, TN 37203-5078
<b>Phone</b>	(615) 514-7977
<b>Email</b>	dan.lally@jpmorgan.com

### Responsibilities

Dan will lead the City's banking team with a focus on the quality and delivery of our services.

He will:

- Serve as your primary point of contact for the bank's full capabilities
- Recommend products and services that meet your needs and goals, including financing solutions, treasury management and other banking services
- Oversee delivery of products and services including financing, treasury services and other financial services
- Address your overall satisfaction with your J P Morgan banking relationship

### Biography

Dan Lally is a relationship manager in Government Banking covering Tennessee and Mississippi. Dan has been with the bank since 2013 and currently manages a portfolio of clients and prospects throughout Tennessee and Mississippi that include state government, counties, cities and school districts. Prior to joining Government Banking, Dan spent over twenty five years in various commercial banking roles in asset based lending, loan workout, middle market commercial banking and government banking. Dan began his career as a staff accountant with Deloitte & Touche in Cleveland, Ohio.

Dan has a BS in Accounting from Miami University and an MBA from Case Western Reserve University's Weatherhead School of Management.

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## John Ewing

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**Role** Senior Treasury Management Officer

**Address** 3424 Peachtree Rd NE, Suite 2150  
Atlanta, GA, 30324

**Phone** (404) 926-2793

**Email** [John.Ewing@jpmorgan.com](mailto:John.Ewing@jpmorgan.com)

### Responsibilities

John will assist the City in resolving cash flow and efficiency challenges by providing information and offering ideas from J.P. Morgan's Treasury Services team.

He will:

- Recommend cash flow optimization strategies including ways to streamline financial processes
- Assist you in realizing day-to-day operational efficiencies in alignment with your treasury service goals
- Provide targeted information to you about new products, market developments and industry trends
- Monitor the City's implementation for successful service delivery

### Biography

John Ewing serves public sector clients in the Southeast market. With his knowledge of treasury services, he focuses on bringing solutions to his clients concerning receivables and payables issues. He has more than 20 years of treasury services experience with the majority of that time focused on the not-for-profit and government sectors. John has experience as a treasury practitioner managing the daily cash flow and payments for a corporation in addition to his role as a Treasury Management Officer at a bank. John also served as the Director of Cash Management at the Office of the State Treasurer of Georgia.

John earned his Bachelor of Science in Business Administration at the University of Richmond, and his MBA at Georgia State University. John is a Certified Treasury Professional (CTP), and an Accredited ACH Professional (AAP).

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## Kelsey Kurnett

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**Role** Commercial Banking Associate

**Address** 3424 Peachtree Rd NE, Floor 21  
Atlanta, GA, 30326-1118

**Phone** (404) 901-9368

**Email** Kelsey.kurnett@jpmorgan.com

### Responsibilities

Kelsey will work with John Ewing, your treasury management officer, to identify and understand the City's cash management objectives and formulate recommendations and solutions.

She will:

- Initiate and monitor the implementation of all your contracted services
- Review the first set of analysis statements for accurate billing
- Analyze your existing account structure to uncover cost savings opportunities and potential product enhancements
- Support a successful client relationship, including conducting annual client reviews with your treasury management officer

### Biography

Kelsey Kurnett is an analyst on J.P. Morgan's Government Banking team covering the Southeast Market. Kelsey joined J.P. Morgan July of 2020

Kelsey earned her Bachelor of Business Administration degree in Finance from the University of Georgia. During her time at the University of Georgia, she competed on behalf of the Women's Golf Team and was awarded Academic All-American.

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## Veronica Aleman

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<b>Role</b>	Client Service Associate
<b>Address</b>	420 Throckmorton St, Floor 4 Fort Worth, TX 76102-3700
<b>Phone</b>	(817) 884-4130
<b>Email</b>	veronica.x.aleman@jpmorgan.com

### Responsibilities

Veronica will serve as the primary point of contact and as a proactive resource for the City's banking service needs. She will facilitate the timely resolution of all service issues with her understanding of all aspects of our Treasury Services' product functionality and technology.

For day-to-day matters, she will:

- Resolve the City's inquiries including credit/debit confirmations, cancellations of payments, amendments of payment instructions, funds transfer inquiries and other treasury service matters
- Identify and resolve operational inquiries in a timely manner
- Share her specialized knowledge of fraud prevention tools and provide advice on asset and data protection strategies
- Facilitate the opening of additional accounts

Veronica works with a team of client service associates who will provide consistent, reliable, and timely service support.

### Biography

Veronica Aleman has held positions in multiple departments serving internal and external clients. She is dedicated to providing value-added advice and has effective problem-solving skills. Veronica strives to provide prompt service and meet client expectations.

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## Donnebra Grant

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<b>Role</b>	Branch Manager
<b>Address</b>	Downtown Jackson, 100 S. Congress St Jackson, MS 39201-2073
<b>Phone</b>	(225) 300-5937
<b>Email</b>	donnebra.grant@chase.com

### Responsibilities

Donnebra will act as the standard bearer of Chase and create a world-class customer experience

She will:

- Build relationships with local businesses to build the brand in the local market area through strong community involvement
- Build relationships by promoting a client/customer centered organization and proactively addressing customer needs
- Bring out the best in the branch employees by providing training coaching, and motivating them to become strong culture carriers and collaborators between all lines of business
- Create strong collaborative relationships and work with branch colleagues, including Financial Advisors, Home Lending and Business Banking

### Biography

Donnebra J Grant joined the firm serving as the branch manager of downtown Jackson. Donnebra comes with over 13 years of management experience, 6 years of those being in banking as a branch manager. Prior to her banking career, Donnebra served as a manager within the wireless industry, a community liaison for a fortune 500 company and human resource specialist. Donnebra is eager to be a part of the revitalization of downtown Jackson and cannot wait to continue making a difference in the firm and in the community.

Donnebra has earned her Bachelor of Interdisciplinary Studies with a minor in Social Work, Psychology, and Leadership Development at Louisiana State University and is in the process of pursuing a MBA with a concentration in Nonprofit Management and Organizational Leadership

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## Reputable financial institution

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Our financial stability is demonstrated as of December 31, 2022 results.

- Market capitalization of \$393.5 billion
- Total equity of \$292 billion
- Deposits of \$2.4 trillion
- Loans of \$1.14 trillion
- Tier 1 Capital and Total Capital ratios of 15% and 17%, respectively. Ratios are calculated under the Basel III Transitional Approach

## Seamless implementation experience

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We deliver tailored solutions to your needs and provide a dedicated resource to fully support your onboarding journey:

- Develop a tailored implementation plan that fits the needs of the City's organization
- Work with you to understand each operating environment and collaborate with leadership to deploy a cohesive strategy
- In the spirit of continuous improvement, act on client feedback to enhance your experience

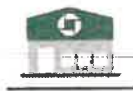
Please see the sample implementation plan in Appendix 3.

## Commitment to the City

Our mission is to support people, strengthen communities and advance local economies. We are helping maintain the richness and culture that is so important to the City through our deep commitment to local growth and transformation as evidenced by our expansion within the City of Jackson.

### Our commitment

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2 branches in the area





6 ATMS in the area

Figure 1





JPMorgan Chase and our Commercial Banking team are dedicated to the long-term vitality of our communities. As a market leader in multifamily lending, we help increase the affordable housing supply and grow local organizations through financing. We play a leadership role in our communities not only through our products, programs and extensive investments, but also by the involvement of employees in many community-based organizations and activities. Our employees serve numerous organizations by providing expertise and technical assistance, as well as financial education.

## Making a difference

### Firmwide initiatives

	<p><b>Making a financial commitment to fight racial inequality</b></p> <p>Our firmwide, five-year, \$30 billion commitment to help close the racial wealth gap draws on our expertise in business, policy and philanthropy. We want to drive an inclusive recovery, support employees and break down barriers of systemic racism.</p>
	<p><b>Assisting diverse suppliers in their economic growth and development</b></p> <p>Our supplier diversity work is steeped in on our long-standing relationships with diverse business development organizations. We're committed to spending an additional \$750 million with diverse suppliers over five years.</p>

### Commercial Banking initiatives

	<p><b>Dedicated to sustainability-focused companies</b></p> <p>Commercial Banking's Green Economy Banking team covers clients that produce goods and services that are advancing decarbonization through transformative technologies.</p>
	<p><b>Supporting vital institutions</b></p> <p>We provide financing to local governments, schools and other essential not-for-profit institutions. Using industry expertise, we help streamline their operations and reduce costs to support their vital missions and help our communities thrive.</p>
	<p><b>Helping diverse-owned businesses gain access</b></p> <p>We provide a wealth of resources and deliver events designed to help diverse-owned businesses gain access to capital and supplier diversity opportunities.</p>
	<p><b>Developing and advancing communities</b></p> <p>We're dedicated to the long-term vitality of our communities. As a market leader in multifamily lending, we help increase the affordable housing supply and grow local organizations through financing.</p>

## Solutions summary

Through this RFP, the City is looking for effective and innovative solutions, with particular attention being paid to water utility receipt reconciliation, liquidity management and security of funds. You are seeking a capable and proven financial institution to provide holistic support for your treasury management activities. Our vision for your treasury management structure is aligned to your objectives. The following solution summary presents our recommended services, technology integration and value-added solutions.

## Receivables

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J.P. Morgan offers flexible depository services to meet the City's needs.

### Vault services

Benefit from making cash deposits from your locations using our vault services. You can use your existing contract with your armored courier to drop off deposits at our cash vault located within Jackson. The benefits of utilizing a cash vault versus a branch include:

- Reduced banking fees
- Faster funds availability
- Improved safety of your employees handling large amounts of cash
- Complete audit trails from receipt of deposit through deposit verification
- Enhanced visibility with the use of unique location identifier codes to help identify which department or location each deposit belongs (optional service)

### Check deposit services

Our **in-house lockbox** solution, in conjunction with Remote Lockbox Capture, eLockbox and Remote Deposit Capture services will help the City capture all of your incoming check receipts and route them through the appropriate workflow while providing the data and images you need to reconcile quickly. Our Dallas lockbox site will take the scanning responsibilities off of your employees and give you access to the data and images via our Receivables Online or a direct transmission. For any checks that are mailed directly to the City or hand delivered, our **Remote Lockbox Capture** solution allows the City to scan these items and have them added to your Lockbox workflow and reconciliation files.

**eLockbox** will help capture the checks that are generated by online bill pay systems and convert them into an ACH payment. Any items that are missing data or have bad data associated with them are presented to the City in our Transaction Repair module that allows you to correct these items. Once they have been repaired, they will be included in your daily posting file that can be uploaded into your utility billing software to help with reconciliation.

**Remote Deposit Capture** can be used via a desktop scanner or our J.P. Morgan Access mobile app to deposit checks for other departments that do not use a lockbox. The City can set up multiple locations or departments to help clearly identify where each deposit belongs.

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### Digital Bill Payment

Your constituents expect modern methods to view and pay their bills. J.P. Morgan has joined with Paymentus to provide a market-leading, paperless electronic bill presentment and payment solution. Through our collaborative relationship, we offer your constituents a **seamless and fast payment experience**

Our relationship with Paymentus unites innovative technology with the security and confidence of a world-class treasury and merchant services bank. The resulting solution, Digital Bill Payment, meets your needs for a simplified, secure and customizable experience. It helps your constituents, giving them the ability to pay when, where and how they want.

This solution provides a single, integrated platform for web, mobile, interactive voice response (IVR) and in-person payments and more. Your constituents can easily view invoices electronically through an online portal and pay a single invoice or multiple invoices with:

- eCheck
- Credit or debit card
- Digital wallets
- In-person cash payments

These benefits, combined with faster settlement of funds and the ability to offset any absorbed fees with ECR balances on your analysis statement, create a strong value proposition for the City and your residents

Wherever the Digital Bill Payment solution isn't a perfect fit, our Chase Merchant Services team has the ability to connect with dozens of other online gateways and point of sale systems to help consolidate all of your merchant processing to one provider and capture the economies of scale.

## **SIMPLIFY AND STREAMLINE**

- Stay close to the payment lifecycle
- Improve reconciliation
- Reduce paper float, improving working capital
- Expedite collections with electronic payments

## **Payables**

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We offer ACH, wires, commercial card solutions, check print and fraud prevention services to help the City more efficiently manage payments.

## **ACH origination**

Our ACH origination service allows you to pay your employees, partners and vendors how it best works for the City. With the ability to key in individual transactions or upload payment files within the online portal, J.P. Morgan Access the City has the flexibility to send payment instructions how you want. Combined with the robust transaction reporting and alerts, the City will have powerful insight into where and when your payments are going

## **Wire services**

J.P. Morgan Access makes it easy to initiate and manage transactions. With just a few clicks, the City can originate wire transfers, ACH and foreign exchange transactions. The platform is fully customizable which means the City can create custom filters and views for ease and accuracy in reviewing, approving and releasing transactions. It also supports recurring transactions via templates wherein locked fields allow for added security



## Commercial card services

Our suite of commercial card services will allow you to reduce the number of checks written and increase efficiencies while capturing spend to generate revenue for the City as part of our rebate program. The **One Card** solution allows you to put cards in the hands of frequent travelers or anyone making a purchase at a point-of-sale terminal. Our **Virtual Card** program allows the City to pay vendors with a credit card as part of your accounts payable process. These payments utilize our single use account technology so that there is a one-to-one payment-to-card number scenario allowing ease of reconciliation.

## Check print

We know that you will never be able to completely eliminate checks from your payment suite. To help you **reduce costs and increase efficiencies**, we offer check print services for the City to outsource this function and leverage the bank's economies of scale and fraud protection. Our two in-house check printing facilities help lower costs while helping protect you from a business continuity standpoint, all while integrating with our positive pay services.

## Fraud prevention services

J.P. Morgan offers a comprehensive suite of fraud prevention services including positive pay for checks, Transaction Review for incoming ACH transactions and Account Validation Services for outgoing electronic payments.

**Positive Pay, with the optional payee verification** feature, validates any items posting to your accounts against your list of outstanding checks. If any item doesn't match, we let you know and give you until 4:00 p.m. local time to instruct us to pay or return the item. For any accounts that will not be writing checks, we also have a Post No Checks service that automatically returns all items attempting to post to the account.

**ACH Transaction Review** gives the City control over any ACH debit or, optionally, any ACH credit that posts to your accounts. You can set up to block all incoming debits or credits, through the online portal, you can establish specific companies that are allowed to pull funds from your accounts.

**Account Validation Service** is the newest in our fraud prevention suite of services. It allows you to validate both the status of the account and routing number as well as account ownership prior to sending an electronic payment. Utilizing a national database and our own proprietary data you can choose to perform validation on your entire universe of vendors or limit it to new vendors/employees or those who are requesting a change to their banking information.

## Information reporting and integration

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Our suite of information reporting services, including our online portal and file transmission, give the City access to the important account data you need—when you need it.

## J.P. Morgan Access®

With J.P. Morgan Access, the City receives a highly intuitive and easy to use, cash management solution that seamlessly integrates all treasury activities through a secure portal using a single authentication process.

Whether you keep cash in one or multiple accounts, our online portal puts critical cash management information and tools at your fingertips, and the unparalleled experience of J.P. Morgan at your service. Our online portal provides multiple options for managing your accounts, including:

- **Payments:** Make payments via wires, book transfers, checks, U.S. and global ACH
- **Checks:** Receive positive pay services, stop payment services, reconciliation reporting and data download
- **Reports:** View, print or download reports with balance and transaction information, cash concentration, disbursement, funds transfer and liquidity
- **Statements:** View, print or download bank, billing and liquidity statements from a central repository
- **Administration:** Save time with a powerful and innovative entitlement engine that saves time, increases productivity and controls everything users can see and do
- **Insight:** Use Insight, an Excel add-in, which makes working in spreadsheets more efficient, flexible and accurate. Set reminders, generate to-do lists, analyze historical trends and more
- **Liquidity Solutions:** View reports and make decisions about cash balances and cash investment positions, cash concentration structures and flows, inter-company positions and accruals
- **Merchant Services:** Simplify payments reconciliation, find opportunities for improving profitability around payments, and receive alerts for quicker awareness to fraud
- **More Services:** Access a single point of entry to a wide range of additional treasury management services that includes our configurable receivables solution. Receivables Online

## Receivables Online

Receivables Online helps the City **efficiently manage your receivables**. Access images and information related to payments received in your J.P. Morgan lockboxes, as well as remote deposit captured checks and electronic payments received via ACH or Fedwire—**all through our Internet-based single service portal**.

Easy navigation, advanced queries, payment alerts and workflow tools give your accounts receivable, credit and customer service staff the ability to make informed business decisions quickly without handling paper documents.

Receivables Online is accessible via our banking portal, J.P. Morgan Access, which allows the portal to act as your one-stop shop for all of your reporting needs

## File transmission

Our secure data communications environment for file transmissions provides the City with a comprehensive, two-way exchange of data between Tyler Munis and the bank. This solution leverages industry-standard communication protocols, such as SFTP, HTTPS, EBICS, FTPS, AS2 and SWIFTNet FileAct.

Host-to-Host Reporting delivers consolidated reporting of remittance data for ACH, wire and lockbox receipts posted to J.P. Morgan demand deposit accounts (DDA). Data is presented in standard formats and is sent via a variety of standard communications connections. Host-to-Host Reporting transaction reports include details that may not be supplied through standard bank reporting tools.

Through the data transmission platform, we can send you reconciliation files for checks deposited to your lockbox and incoming items to your eLockbox. We can also send reconciliation files for ACH origination files so you can reconcile down to the individual transaction versus at the overall file level. These files should help with your reconciliation of water utilities receipts in conjunction with your online payments received through Paymentus.

## Why J.P. Morgan?

### Government-first focus

Our Government Banking team is committed to providing the industry with innovative financial solutions and personalized client service. Our first-hand knowledge and understanding of today's challenges comes from having supported government agencies and authorities with critical activities ranging from planning and development—to tax processing, utilities, finance, procurement, public safety and disaster relief.

- **Expertise:** Draw on the institutional banking knowledge of 1,900 public agency clients and our Government Council resource.
- **Technology:** Benefit from innovations funded by a technology budget of \$12 billion, which includes investments in cybersecurity.
- **Service:** Stay up-to-date through regular relationship reviews, training opportunities and client discussions via local coverage.
- **One relationship:** Leverage one vendor relationship to provide a broad assortment of services that can help reduce costs, improve services and better manage risks.
- **Implementation:** Gain project visibility and insights from your experienced onboarding specialist to facilitate the transition and implementation of services.

### Government Council

Each year our Government Council hosts client webinars, provides articles on topics of interest such as shared services and mobile payments, and participates in government conferences. The City can learn from your peers and government sector experts about best practices and innovative solutions.

Our Government Industry Council consists of senior bank management, relationship managers, industry and product experts who collaborate to help our products remain aligned with our clients' financial, operational, and regulatory requirements. You maintain a voice in the Government Council. Feedback to the relationship team is communicated to the Council in order to provide recommendations for improvements to our products and services.

## Building a case for change

The City is faced with a two-pronged decision: whether to change banks or maintain status quo. As you review our response, we ask you to think about the following:

- **The people and the experience:** Implementation and service should be nothing short of outstanding. The bank you choose should exceed your expectations in planning, operational accuracy, troubleshooting, communication, sense of urgency, care and kindness.
- **Thought leadership:** The bank you select should employ the very best people in the industry who have the experience and expertise to apply best practices on a regular basis and keep you abreast of emerging technology and trends.
- **New and different technology:** When you select an institution, you are choosing a bank and its people for the future. You enter a long-term strategic relationship and invest in that institution's technology of the future. It is important to understand your provider's budget and roadmap. You should feel confident it has the resources and vision to stay ahead of rapidly changing technologies.
- **Understanding of culture and vision:** You deserve a highly experienced team of treasury experts that understands your needs, culture and vision for the future and the goals of each of your departments—both individually and as a whole.

## Commitment

Our commitment to government expertise is one of the many reasons clients choose J.P. Morgan Commercial Banking.

By providing quality service and making it easy to do business with us, we build long-lasting relationships based on client satisfaction.

We understand you are working to achieve an efficient and optimized future state. We know it is all in the details. In selecting us as your primary provider, you are choosing a proven and dependable institution focused on aligning your objectives with solutions to exceed your goals.

## Let us help you transform treasury

We welcome the opportunity to discuss our recommendations, introduce our broader team and demonstrate our systems as we collaborate closely with you throughout this effort.

With 55 years of experience in the government sector and more than 1,900 government clients, we are prepared to support the City at your touchpoints—enhancing risk management, boosting efficiencies and improving constituent service.

We have the experience, the solutions and the people to effectively support The City of Jackson's goals. We want and value your business and are honored to serve you.

# Bid Response



# Bid Form

<b>BID FORM 2023-2026</b>		
<b>Service</b>	<b>Annual Bid Per Annual Volume</b>	<b>Unit Cost</b>
Checks Paid, Debit Items	7,030	\$0 10
Items Deposited	44,935	Varies based on deposit channel – see Pro Forma
Number of Deposits	2,677	Varies based on deposit type and channel – see Pro Forma
ACH Received Credits	4,142	\$0.03
ACH Received Debits	577	\$0.03
Deposited Items Returned	245	\$5 00
Wire Transfers - outgoing	64	\$4 00
Wire Transfers - Incoming	265	\$4 00
Wire Transfers Notification-email	67	\$0.00
Security Processing, Safekeeping Fee		N/A
Serial Deposit Ticket Orders Fee per 400	2,400	Varies based on deposit ticket type – will discuss
ACH Maintenance Fee	224	\$0 00 - Reporting: \$10 - Origination
Lockbox Items Processed	101,808	\$0 50
Lockbox Un-Matched/Non-Check	4,771	\$0 55
Lockbox Maintenance Fee	12	\$100.00
ACH Notice of Change Debit/Credit	111	\$2 00
ACH Filter Block	12	\$5 00
Online Banking Base Fee	12	\$40 00
Online Banking Additional Accounts	230	\$14 00
Online Banking Wire Transfer Fee	64	\$0 00
Online Banking Stop Payment Fee	30	\$5.00
Online Banking Security Fee	12	\$0 00
Tax Payment Service Fee	12	\$0 00



<b>BID FORM 2023-2026</b>		
<b>Service</b>	<b>Annual Bid Per Annual Volume</b>	<b>Unit Cost</b>
Currency/Coin Deposited per \$100	5,814,123	\$0.80 per \$1,000
CD ROM Per Debit/ARP Partial Per Item	13,052	\$.015 – Online images
CD ROM Maintenance Fee	12	\$5.00 – Online image maintenance
CD ROM Additional Accounts	12	Included in Online Image Maintenance fee
ARP Partial Fee/Additional Acct	24	\$40.00
ACH Return Items	684	\$2.00
EDI Translation Items/Fee	12	See Host-to-Host pricing in Pro Forma
Zero Balance Master/Sub Accounts	36	\$15.00 – Master; \$10.00 – Sub
ACH Direct Send Debits/Credits & Transmit	45,113	\$0.05
ACH Direct Send Per File Transmit	251	\$0.00
Positive Pay Primary	24	\$0.00 – included in ARP maintenance
Positive Pay Additional Account	12	Included in ARP maintenance
Positive Pay Paid Exception Items	175	\$1.00
ACH Same Day	12	\$0.25 per item
Secure Browser/token fee	108	\$0.00
BAI File Download, Reporting, and Previous Day	96	See Host-to-Host pricing in Pro Forma
Assessment Fee Per \$1000	1,794,344	Waived
<b>TOTAL ANNUAL COST</b>		See Pro Forma

**INTEREST RATE BID** ECR of 3.67%, Interest Rate of 3.57%      **Fixed Variable Bank Managed**

**\*Evaluating of bids received and in calculating total bank charges annually, the City will apply the bank bid rate for interest to an average of \$90,000,000 in collected balances for city accounts.**



# Notes to Bid Form

**\*Include other bank fees not listed above on a separate sheet.**

We have included other banking fees and can be found in our pro forma in Appendix 1.

**\*Provide a brief summary of the bank's lockbox system to include location of lockbox processor, interface to city's system for downloading of payments received, and frequency of lockbox pickup from post office.**

We provide lockbox services and a brief summary follows.

## Faster, easier, more cost-effective collections

As checks remain viable within the industry, many organizations still face challenges with manual processes and inefficiencies.

Benefit from our continued investment in equipment refresh and new technology to leverage and minimize exception processing and simplify your experience.

Lockbox improves your efficiency by reducing costs and expediting deposit credits to your account

## LOCKBOX INNOVATIONS

- 1947: Originated lockbox services
- 1984: Launched network sites
- 1995: Initiated secure, same-day check and remittance document imaging through our online browser
- Today: Offer receivables reconciliation and enrichment tools

## Benefits of our approach to **wholesale lockbox**

### ONE VIEW

Use Receivables Online's suite of imaging products to post information and efficiently handle exceptions

### SAVE TIME AND EFFORT

Eliminate manual scanning of backup documentation onto your server

### REDUCE RISK

No need to visit the branch or store by depositing checks online

### LESS PAPER

Redirect mail value sent to you and eliminate costly, labor-intensive, paper-based receivables processing

### LOWER EXPENSE

Access document and payment images and associated details without investing in proprietary or redundant archives

### RELY ON US

Uninterrupted processing and disaster recovery with fully-redundant locations and around-the-clock monitoring

Take advantage of our expertise in implementation and process re-design to drive cost efficiency, automate invoice matching and drive higher rate of straight-through processing.

### **A nationwide network of processing sites**

We own and operate our full-service, nationwide lockbox network of processing sites with fully automated wholesale and scannable services. We recommend our Dallas site for your processing needs.

### **A proprietary, online receivables tool**

Our Receivables Online browser provides same-day decisioning and an account reconciliation tool to combine advanced image and data capture technology. It delivers all you need in a single, online repository to:

- Access images and information related to payments you receive
- Reference ACH or wire payments you receive, as an option
- Review images in our 10-year archive for all your lockboxes in our network sites using only one client ID

Easy navigation, advanced queries, payment alerts and workflow tools give your accounts receivable, credit and customer service staffs the ability to make informed business decisions quickly and without handling paper documents.

### **A solution for electronic payments**

Do you receive electronic payments? Improve your straight-through transaction posting with our Remittance Association solution. Remittance Association automatically associates electronic payment activity to corresponding remittance information sent via email.

### **Our commitment to quality**

In-depth knowledge of client requirements and a commitment to high-quality execution drive our delivery of superior financial services and solutions.

Our quality assurance practices include a disciplined approach to:

- Performance metrics and satisfaction indicators that are linked to client priorities
- Employee merit-based performance, reward and recognition programs

### **QUALITY YOU DESERVE**

- Our network sites support approximately 15,000 lockboxes
- We process about 11.1 million items totaling over \$50 billion on average monthly
- Our network-wide standard operating procedures provide for superior quality

Further, our strategic focus on creating value for clients drives our commitment to deliver the high-quality products, services and solutions you have come to expect.

### **A launching point for layered enhancements**

Lockbox is a launching point from which we creatively design your receivables process—not only by rerouting mail—but also by targeting a number of layered enhancements for the future.

We focus on helping you:

- Explore technology used to identify, correct, and supplement missing information received at the lockbox site so the corresponding data file we generate for you is more complete and useful
- Layer mobile and desktop solutions to provide more depository options with the same consistent processing and data capture
- Analyze your existing volumes of bill pay checks to determine if ACH eLockbox technology (used to clarify bill pay checks) adds value to your receivables product suite

The following figure is an overview of a typical lockbox solution:

### J.P. Morgan Wholesale Lockbox workflow

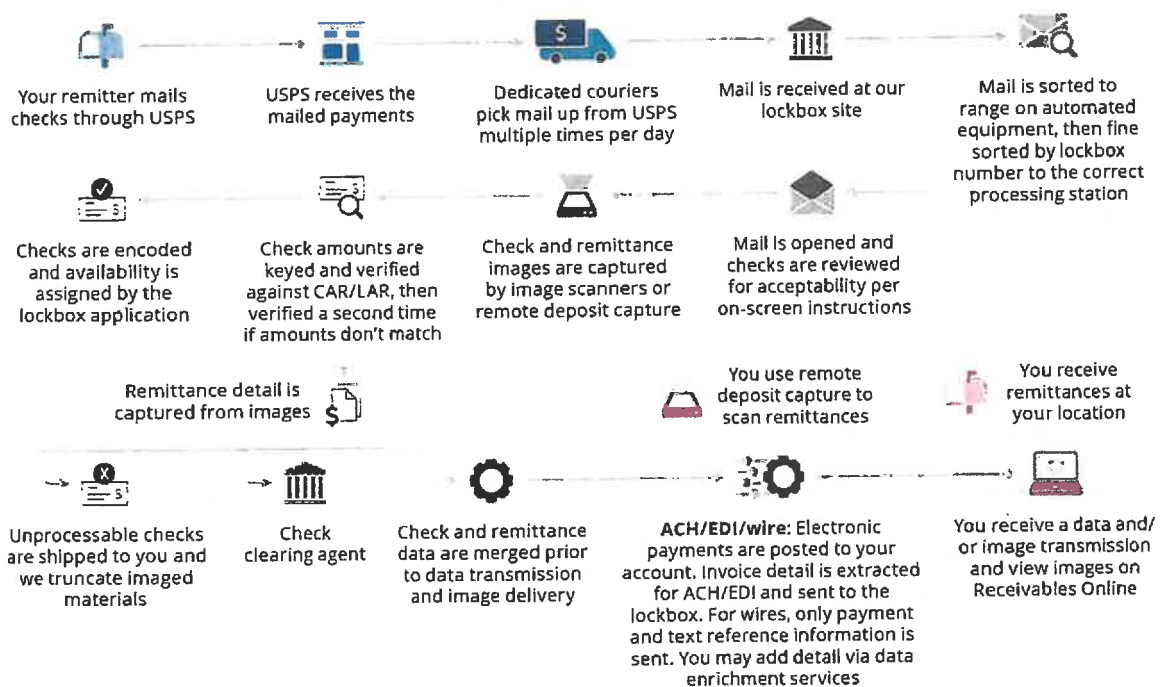


Figure 2

Remittances are delivered to the work group, where the following steps are taken:

- Extraction associate opens the envelope, determines the transaction type and separates transactions by wholesale\_and\_scannable.
- A complete review of negotiability is completed for all transactions.

For wholesale and check-only items:

- Extraction associate enters the box number
- Lockbox processing instructions appear on page
- A processing batch number is applied to the group of work
- Both checks and remittance documents are prepared by extraction associate for high speed scanning
- Each full-page transaction, which can contain multiple payments, is associated with a transaction separator ID via barcode reader to maintain the integrity of the payment
- Scanner associate scans prepared batches on high-speed scanners
- Check image and MICR line information is captured from the check
- Documents returned to workflow coordinator, who routes mail to be stored for 14 days prior to destruction
- Data entry associates repair MICR lines where required
- Data Entry associates key the check amount, which is verified by the system via intelligent character recognition (CAR/LAR) software
- Completed batches are virtually or physically endorsed and encoded
- Data entry associates begin keying information from the imaged remittance documents
- Upon batch completion, images are available for delivery to the City
- All outputs are automatically generated (fed to the online browser, direct image transmissions and data transmissions)
- Unprocessable checks and related materials are forwarded to clients via client preferred delivery method

## J.P. Morgan Wholesale Scannable Lockbox workflow

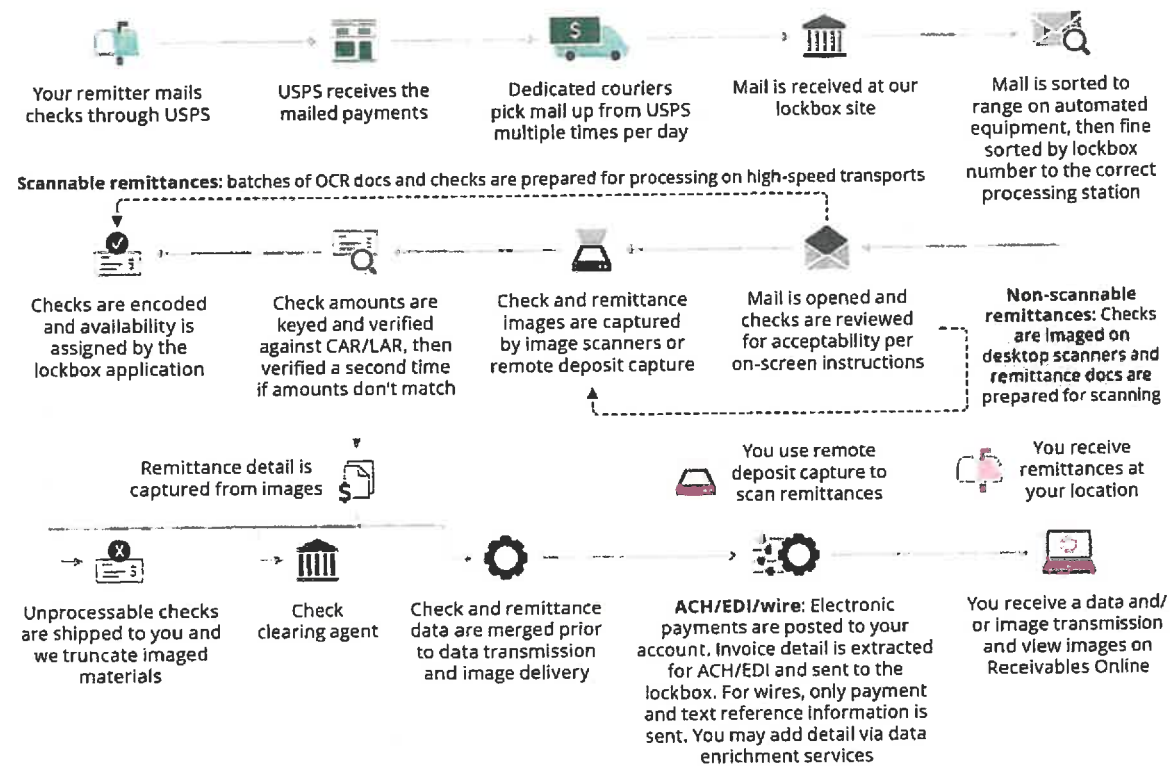


Figure 3

- After scannable items have been separated from wholesale, they are batched and delivered to the NCR iTran 8000. Single and multiple transactions are commingled in a single batch.
- Scanning associate enters the box number into the workstation
- Lockbox processing instructions appear on page
- A batch number is applied to the group of work
- The workstation images items at a rate of 6,000 documents per hour
- OCR scanlines and MICR lines are captured during this first pass
- The system identifies transaction boundaries by looking for sequences of coupon(s) and check(s). For example, an OCR coupon is processed followed by a check. The next OCR scanline following a check acts as the transaction boundary. With this logic, one or more OCR scanlines followed by one or more checks will automatically be separated into transactions
- Low confidence OCR character reads are routed to a scanline fix process for repair

- Courtesy amount(s) and legal amount(s) are compared to scanline amount(s) via data capture through ICR software
- Completed batches are virtually or physically endorsed and encoded
- Upon batch completion, images are available for client delivery
- All outputs are automatically generated (fed to the online browser, direct image transmissions and data transmissions)
- Unprocessable checks and related materials are forwarded via client-preferred method

### **Data Transmission**

We have several standard data transmission formats we support, or request we develop a customized format for your accounts receivable system. Files are delivered via various secure transmission protocols. Our telecommunication specialists work with your staff to implement whichever option you prefer.

J.P. Morgan standard formats include:

- The ANSI X.12 823 and 820 formats
- All standard variations of the 80-character-per-record lockbox BAI2 format accepted by major accounts receivable software vendors such as Oracle, SAP (their lockbox BAI1 and BAI2 formats) and PeopleSoft (their 102-character variation)

Sample standard BAI2 formats are provided in the *Lockbox BAI2 Data Transmission Guidelines and Formats Description* document in Appendix 2. Proprietary formats can be accommodated as well. A one-time programming charge may be assessed when significant format customization is required.

### **Schedule for post office pick ups**

Because the mail pick-up process is under the direct control of the lockbox production staff, J.P. Morgan can control and modify our schedule to meet changes in the U.S. Postal Service's drop schedules.

Our processing sites are frequently monitored to help validate an optimal pick-up schedule based on:

- Incoming mail patterns
- Volume
- Internal processing requirements

Below are the pick-up schedules for wholesale lockbox mail. All times are local.

**Wholesale lockbox pickup (1)**

Monday through Friday	Saturday	Sunday
<b>Dallas</b>		
4:00 a.m. 1:00 p.m. 6:00 p.m. 9:00 p.m.	6:00 a.m. 1:00 p.m.	6:00 a.m. 1:00 p.m.

\*We monitor the post offices and may modify pick up times to optimize mail float.

**Remote Lockbox Capture**

Our remote capture service is designed to help the City streamline your collections process via the Internet. Collecting and transporting checks from your office to a branch or lockbox is a paper-intensive, costly process. The result is often delayed access to your funds and application of cash. Our fully integrated remote capture solution is built on our advanced receivables management service, Receivables Online.

Intuitive and easy to use, our remote capture service provides a solution for checks and full-page and/or scannable documents. Scanning of checks and documents is accomplished through a single scanning device installed and managed in your office, or captured through a mobile device. Scanned checks and documents feed directly into the lockbox process flow, or are deposited directly to your account. The City can use Receivables Online, our Internet-based image browser application, to view and display deposits, settlements and optional data capture. The City has the option to include this activity in your daily transmissions to automate cash posting.

Primary benefits of using remote capture services include minimizing cost associated with manual check processing, and expediting deposits that results in increased available funds. In addition, the option of bank or client data capture to be included with the remote captured checks and remittance documents results in straight through processing as it reduces the manual effort associated with posting items in-house separate from the deposit of the check.

The mobile capabilities of Remote Lockbox Capture are accessible through the Integrated Receivables Collect module. This solution offers you the ability to take pictures of checks and/or documents, and stores the images and data online through Receivables Online. The transactions can be sent through the lockbox process flow or deposited directly to the City's account. You may opt to include this activity in your daily transmissions to automate cash posting.

**\*Proposals shall include any one-time setup costs for establishment of City Accounts. One time set up costs are to be identified separately.**

As part of our proposal, we are offering to waive all one-time implementation costs associated with the solutions discussed above.

**\*Conversion costs will be considered by the city-evaluating depository proposals.**

As part of our proposal, we are offering a transition incentive of \$2,500 to help alleviate the cost of deposit slips, deposit bags and Remote Deposit Capture scanners.



# Terms and conditions

J.P. Morgan has received Banking Services-Depository Bid RFP NO. 94629-010323 (the “**Solicitation**”), issued by City of Jackson Mississippi (“**Issuer**”) and is submitting its proposal or requested information in response (the “**Response**”), which outlines its product and service capabilities and/or pricing as requested in the Solicitation. The Solicitation may also include requests that the bidder/proposer provide certain certifications or sworn statements (collectively “**Certifications**”) and/or specific comments to or modifications of included standard terms and conditions, sample agreements, incorporated procurement rules, laws, and the like referenced in the Solicitation (collectively, “**Issuer’s Standard Terms**”). In addition, the Solicitation may indicate that any Response provided by bidders/proposers constitutes an acceptance of all Issuer’s Standard Terms and concurrence with Certifications, unless expressly modified or objected to within the response.

J.P. Morgan has robust internal procedures under which Certifications and Issuer’s Standard Terms are thoroughly reviewed and vetted, from a legal, business, and factual perspective prior to entering any agreement or offer that confirms the accuracy of Certifications and/or agreement to Issuer’s Standard Terms. We have not invoked that internal review process in connection with any Certifications or Issuer’s Standard Terms that may be included within this Solicitation. Accordingly, our submission of a response should not be construed as and does not constitute any express or inferred acceptance of the certifications and/or issuer terms. Rather, in lieu of any agreement to Issuer’s Standard Terms or attestation of matters contained within the Certifications, we have enclosed within the Response our standard Account Terms, Addendum to Account Terms, United States of America, Consolidated Service Terms and any other documents that may be required by us from time to time to provide products or services to you (“Account and Service Terms”). The current Account and Service Terms applicable to the services and types of accounts that are the subject of the Solicitation are included in the links below. These are provided in addition to the other components of our Response, relative to product/service descriptions and pricing.

If we are awarded the business referenced in the Solicitation, or conditionally awarded the business, subject to agreement between us as to terms and conditions under which the services are to be performed and the certifications to be provided by J.P. Morgan, we will discuss modifications to these Account and Service Terms and incorporation of specific Certifications, where appropriate, to try to meet your needs and specific legal requirements applicable to you. These will be incorporated within a mutually agreeable contract between us. Please keep in mind, however, that J.P. Morgan’s policies do not allow for:

- the provision of unlimited indemnities;
- conveyance of intellectual property rights;
- acceptance of liability except to the extent caused by our breach of contract, negligence, or willful misconduct;
- acceptance of consequential, incidental, or special damages;
- liquidated damages;
- agreement to miscellaneous laws, regulations, ordinances, codes, etc. that do not on their face apply to J.P. Morgan as provider of the services that are the subject of the Solicitation; or
- deviations from the insurance coverage J.P. Morgan carries

Except as modified by our negotiations following notification of award or conditional award of the business referenced in the Solicitation and set forth in the final agreement between us, we anticipate that the Account and Service Terms, as applicable to services and accounts contemplated by the Solicitation will be incorporated within such final agreement. Any Certifications and/or Issuer's Standard Terms that the Solicitation may otherwise impute to any bidder/proposer submitting a response thereto, are not incorporated into, and may not be inferred, as a result of this Response.

Finally, J.P. Morgan is required to know its customers and adhere to policies and procedures intended to meet those regulatory requirements that apply to safety and soundness, to fight against the funding of terrorism, money laundering and sanction related activities and to perform certain transaction screenings. This means J.P. Morgan will request information about the Issuer and its management and those having authority to transact business with J.P. Morgan in order for J.P. Morgan to comply with these policies and procedures. This is an ongoing requirement and the provision of services pursuant to this Response and any additional products or services that may be requested is subject to and conditioned upon the ongoing satisfaction of these policies and procedures and compliance by the Issuer with applicable law with respect to the services provided and with J.P. Morgan's policies of which the Issuer is informed.

### **Sample of service terms and agreements**

Please keep in mind that J.P. Morgan also requires execution of all applicable account opening documents, as well as all relevant product and service agreements. As part of our efforts to manage our environmental footprint in an efficient and sustainable manner, sample documents are provided through the links below. Please note that these documents may be modified by the bank from time to time.

- Sample account opening documents:

<https://www.chase.com/content/dam/chasecom/en/commercial-bank/documents/11-21-us-account-opening-package.pdf>

- Sample product and service terms and agreements:

<https://www.chase.com/content/dam/chasecom/en/commercial-bank/documents/11-21-consolidated-service-terms-commercial-bank.pdf>

The sample documents cover the comprehensive set of products and services that may be offered to our Commercial Banking clients in general, and many of those in the standard package may not apply to the services currently proposed to the City. At the time of your implementation, and based on the specific services you elect to use, you will receive the applicable agreements to be executed from your implementation project manager.

# Disclosure statement

This document was prepared exclusively for the benefit and internal use of the party to whom it is directly addressed and delivered (the "Organization") in order to assist the Organization in evaluating certain products or services that may be provided by J.P. Morgan.

Chase, J.P. Morgan, and JPMorgan Chase and InstaMed are marketing names for certain businesses of JPMorgan Chase & Co. and its affiliates and subsidiaries worldwide (if and as used herein may include as applicable employees or officers of any or all of such entities irrespective of the marketing name used). Products and services may be provided by commercial bank affiliates, securities affiliates or other J.P. Morgan affiliates or entities. In particular, securities brokerage services other than those which can be provided by commercial bank affiliates under applicable law will be provided by registered broker/dealer affiliates such as J.P. Morgan Securities LLC, J.P. Morgan Institutional Investments Inc. or by such other affiliates as may be appropriate to provide such services under applicable law. Such securities are not deposits or other obligations of any such commercial bank, are not guaranteed by any such commercial bank and are not insured by the Federal Deposit Insurance Corporation. We are not responsible for the performance of our partners, their continued service levels, or their ability to provide services.

The information herein does not purport to set forth all applicable issues and is not intended to constitute advice on legal, tax, investment, accounting, regulatory or any other matters. J.P. Morgan makes no representations as to such matters or any other effects of any transaction and shall have no responsibility or liability to you with respect thereto. You should consult with your own advisors regarding such matters and the suitability, permissibility and effect of any transaction. In no event shall J.P. Morgan nor any of its directors, officers, employees or agents be liable for any use of, for any decision made or action taken in reliance upon, or for any inaccuracies or errors in, or omissions from, the information herein. The information herein is not intended as nor shall it be deemed to constitute advice or a recommendation regarding the issuance of municipal securities or the use of any municipal financial products. J.P. Morgan is not providing any such advice or acting as the Organization's agent, fiduciary or advisor, including, without limitation, as a Municipal Advisor under Section 15B of the Securities and Exchange Act of 1934, as amended.

This proposal is subject to and conditioned upon a mutually agreeable contract between the Organization and J.P. Morgan. J.P. Morgan also requires execution of all applicable product and service agreements. Implementation of products and services is subject to and conditioned upon the condition of satisfactory completion of J.P. Morgan's "Know Your Customer" due diligence and meeting product requirements. These steps are included in J.P. Morgan's client onboarding process.

This document may contain information that is confidential and/or proprietary to J.P. Morgan, which may only be used in order to evaluate the products and services described herein and may not be disclosed to any other person. Such information is marked "confidential" and may not be copied, published or used, in whole or in part, for any purpose other than as expressly authorized by J.P. Morgan.

To help the United States government fight the funding of terrorism and money laundering activities, U.S. law (Section 326 of the USA PATRIOT Act) requires banks and certain other financial institutions to obtain, verify, and record information that identifies each client that opens an account. What this means for our clients: Before opening a new account, we will require you to provide name, address, taxpayer identification number, and other information and/or documentation that will allow us to identify the account owner(s), as required by law.

Please note that we do not issue cards and prohibit use of our cards in any country against which the United States has imposed sanctions. A current list of such sanctioned countries, as well as information about sanctions, is available on the U.S. Department of the Treasury website: [treas.gov/offices/enforcement/ofac](https://treas.gov/offices/enforcement/ofac).

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This document does not constitute a commitment by any J.P. Morgan entity to extend or arrange credit.

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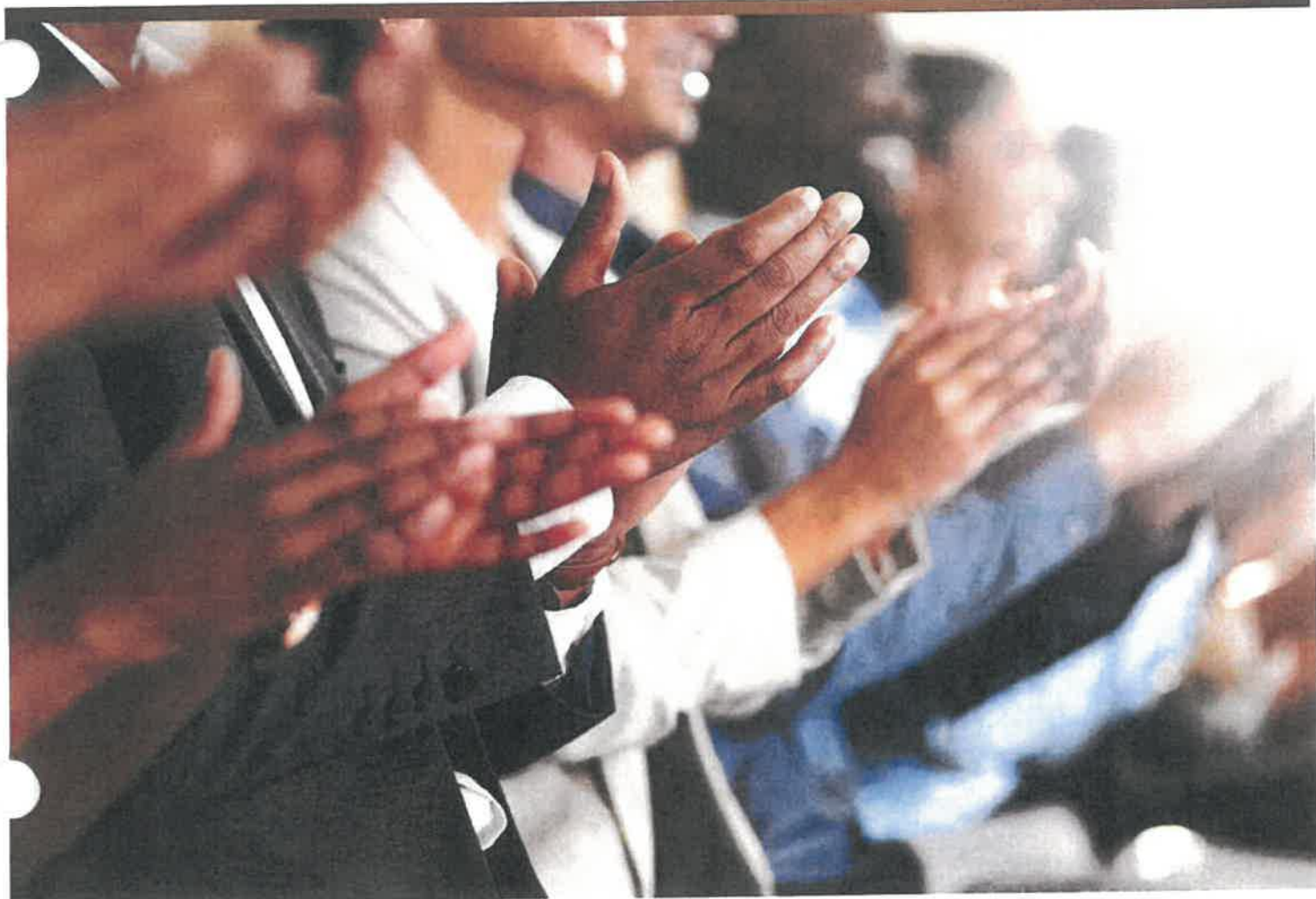


J.P. Morgan supports sustainable business practices and adheres to the principles of environmental sustainability wherever possible.

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J.P.Morgan

# Proposal for City of Jackson

**Appendices**



J.P.Morgan



# Appendix 1

Pro forma

**J.P.Morgan**  
**Pro Forma Analysis**

**March 2023**

City of Jackson, Mississippi  
RFP#94629-032123 Depository Bid  
Hybrid Account

ECR Rate: 3.67%  
Interest Rate: 3.57%

**Balance Analysis \***

Average Ledger Balance				\$90,000,000.00
Less Average Float				\$4,500,000.00
Average Collected Balance				\$85,500,000.00
Less Reserve Requirement	Rate	0.00%		\$0.00
Average Available Balance				\$85,500,000.00
Balance Required		<b>ECR Rate</b>	<b>3.67%</b>	\$3,039,253.21
<b>Hybrid Peg Balance</b>				<b>\$3,100,000.00</b>
Net Available Balance to Earn Interest (Hybrid Peg Balance Deducted from Average Available Balance)				\$82,400,000.00
Total Charge For Services				\$9,167.72
<b>Total Charge For Services After Peg Balance Offset</b>				<b>\$0.00</b>
Total Interest Earned (Based on Net Available Balance to Earn Interest)		<b>Interest Rate</b>	<b>3.57%</b>	\$241,781.92

**Monthly Net Benefit (Interest Earned): \$241,781.92**

**Service Analysis \***

Service Description	AFP	Number of Units	Unit Price	Charge For Service	Balance Required
<b>ACCOUNT SERVICES</b>					
105 - DAILY OVERDRAFT OCCURRENCE FEE	000212	0	\$25.0000	\$0.00	\$0.00
1005 - ACCOUNT MAINTENANCE	010000	19	\$5.0000	\$95.00	\$31,494.10
7640 - CREDIT POSTED- ELECTRONIC	010101	345	\$0.0300	\$10.35	\$3,431.20
7641 - DEBIT POSTED - ELECTRONIC	010100	48	\$0.0300	\$1.44	\$477.38
7856 - CASH CONCENTRATION MAINTMASTER	010020	1	\$15.0000	\$15.00	\$4,972.75
7857 - CASH CONCENTRATION MAINT SUB	010021	2	\$10.0000	\$20.00	\$6,630.34
<b>Subtotal</b>				\$141.79	\$47,005.77
<b>AUTOMATED CLEARING HOUSE</b>					
2716 - CREDIT RECEIVED	250201	345	\$0.0300	\$10.35	\$3,431.20
2717 - DEBIT RECEIVED	250200	48	\$0.0300	\$1.44	\$477.38
2720 - RETURN ITEM	250302	57	\$2.0000	\$114.00	\$37,792.92

Volumes and Balances on this Pro Forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

\*\* Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

**Service Analysis \***

<b>Service Description</b>	<b>AFP</b>	<b>Number of Units</b>	<b>Unit Price</b>	<b>Charge For Service</b>	<b>Balance Required</b>
2722 - NOTIFICATION OF CHANGE	251070	9	\$2.0000	\$18.00	\$5,967.30
2729 - RETURN NOTIFICATION - ONLINE	250400	57	\$1.0000	\$57.00	\$18,896.46
2730 - NOTIF OF CHANGE - ONLINE	250400	9	\$1.0000	\$9.00	\$2,983.65
2742 - CREDIT ORIGINATED - JPM ACCESS	250101	1,600	\$0.0500	\$80.00	\$26,521.34
2744 - DEBIT ORIGINATED - JPM ACCESS	250100	2,159	\$0.0500	\$107.95	\$35,787.24
2746 - JPM ACCESS ACH MAINTENANCE	250000	3	\$10.0000	\$30.00	\$9,945.50
2765 - ACH BATCH/FILE PROCESSED	250501	0	\$5.0000	\$0.00	\$0.00
2860 - TRANSACTION BLOCK MAINTENANCE	251050	19	\$5.0000	\$95.00	\$31,494.10
5489 - ELOCKBOX MAINTENANCE	250000	0	\$50.0000	\$0.00	\$0.00
5490 - ELOCKBOX TRANSACTION RECEIVED	050300	0	\$0.1000	\$0.00	\$0.00
5491 - ELOCKBOX TRANSACTION REFORMAT	050311	0	\$0.0000	\$0.00	\$0.00
8021 - ACH ONLINE SAME DAY CREDIT	250101	1	\$0.2500	\$0.25	\$82.88
8022 - ACH ONLINE SAME DAY DEBIT	250100	0	\$0.2500	\$0.00	\$0.00
<b>Subtotal</b>				<b>\$522.99</b>	<b>\$173,379.97</b>
<b>BAI/SWIFT/ISO REPORTING</b>					
6085 - H2H ACCOUNTS REPORTED	4004ZZ	0	\$50.0000	\$0.00	\$0.00
6093 - H2H CHECK ITEMS REPORTED	400632	0	\$0.0800	\$0.00	\$0.00
6094 - H2H TRANS DETAIL REPORTED	400632	0	\$0.0800	\$0.00	\$0.00
6095 - H2H NON-CHECK ITEMS REPORTED	400632	0	\$0.0800	\$0.00	\$0.00
<b>Subtotal</b>				<b>\$0.00</b>	<b>\$0.00</b>
<b>DEPOSITORY SERVICES</b>					
501 - CHECK DEPOSITED-ON US	100220	0	\$0.1200	\$0.00	\$0.00
513 - CHECK DEPOSITED-TRANSIT	100224	0	\$0.2400	\$0.00	\$0.00
541 - REMOTE DEPOSIT CAPTURE ITEM	101310	3,745	\$0.0600	\$224.70	\$74,491.83
548 - REMOTE DEPOSIT CAPTURE MAINT	101300	1	\$15.0000	\$15.00	\$4,972.75
1400 - CREDITS POSTED	010101	244	\$0.5000	\$122.00	\$40,445.05
1435 - RETURN ITEM	100400	20	\$5.0000	\$100.00	\$33,151.68
1452 - RETURN - EMAIL NOTIFICATION	100415	20	\$0.5000	\$10.00	\$3,315.17
<b>Subtotal</b>				<b>\$471.70</b>	<b>\$156,376.48</b>
<b>DISBURSEMENT SERVICES</b>					
2370 - CHECK / DEBIT POSTED	010100	586	\$0.1000	\$58.60	\$19,426.88
3472 - CHECK PRINT ITEM-JPM ACCT	151810	0	\$0.6500	\$0.00	\$0.00
3475 - CHECK PRINTING ADDL PAGE	151830	0	\$0.2000	\$0.00	\$0.00

Volumes and Balances on this Pro Forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

\*\* Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.



**Service Analysis \***

Service Description	AFP	Number of Units	Unit Price	Charge For Service	Balance Required
3476 - CHECK PRINT MANUAL PULL	151820	0	\$35.0000	\$0.00	\$0.00
3495 - IMAGE STORAGE PER ITEM	151351	586	\$0.0150	\$8.79	\$2,914.03
6618 - CHECK INQUIRY MAINTENANCE	150400	2	\$5.0000	\$10.00	\$3,315.17
6625 - EXCEPTION NOTIFICATION - ACCT	150030	2	\$5.0000	\$10.00	\$3,315.17
6639 - STOP PAYMENT - ELECTRONIC	150410	3	\$5.0000	\$15.00	\$4,972.75
6641 - DATA DOWNLOAD	200306	1	\$10.0000	\$10.00	\$3,315.17
7715 - CHECK PRINT DIRECT ENTRY	151810	0	\$2.0000	\$0.00	\$0.00
7772 - CHECK PRINT ONLINE MAINT	150040	0	\$75.0000	\$0.00	\$0.00
7773 - CHECK PRINT FILE UPLOAD	151800	0	\$10.0000	\$0.00	\$0.00
<b>Subtotal</b>				\$112.39	\$37,259.17
<b>HOST TO HOST</b>					
7215 - H2H MONTHLY MAINTENANCE FEE	300400	0	\$50.0000	\$0.00	\$0.00
<b>Subtotal</b>				\$0.00	\$0.00
<b>INT REC &amp; PAY - REPORT</b>					
6179 - RECEIVABLES MAINT - ONLINE	050005	1	\$40.0000	\$40.00	\$13,260.67
6187 - LONG TERM STORAGE - CHECK	050620	12,429	\$0.0150	\$186.44	\$61,807.99
6188 - LONG TERM STORAGE - DOCUMENT	050620	8,684	\$0.0200	\$173.68	\$57,577.84
6191 - ALERTS - PER ALERT	011021	0	\$0.0000	\$0.00	\$0.00
6198 - RECEIVABLES MAIN - REPORTS	05031Z	0	\$15.0000	\$0.00	\$0.00
<b>Subtotal</b>				\$400.12	\$132,646.50
<b>JPMORGAN ACCESS</b>					
6040 - MONTHLY SERVICE	401000	1	\$40.0000	\$40.00	\$13,260.67
6041 - ACCOUNTS REPORTED	40044Z	19	\$14.0000	\$266.00	\$88,183.47
6043 - TRANSACTIONS REPORTED - 45 DAY	40066Z	1,370	\$0.0500	\$68.50	\$22,708.90
6053 - EXTENDED TRANSACTION DETAIL	40066Z	2,740	\$0.0000	\$0.00	\$0.00
6076 - ACCT TRANSFER ITEM	350120	0	\$0.5000	\$0.00	\$0.00
<b>Subtotal</b>				\$374.50	\$124,153.04
<b>RECONCILIATION SERVICES</b>					
3205 - FULL RECONCILEMENT - PER ITEM	200110	586	\$0.0300	\$17.58	\$5,828.07
3207 - FULL RECONCILEMENT - MAINT	200010	2	\$40.0000	\$80.00	\$26,521.34
3228 - PAYEE NAME VERIFICATION	150122	586	\$0.0300	\$17.58	\$5,828.07
3262 - POSITIVE PAY MAINTENANCE	150030	2	\$0.0000	\$0.00	\$0.00

Volumes and Balances on this Pro Forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

\*\* Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

**Service Analysis \***

Service Description	AFP	Number of Units	Unit Price	Charge For Service	Balance Required
3263 - EXCEPTION ITEM	150300	15	\$1.0000	\$15.00	\$4,972.75
3271 - ISSUE INPUT FILE WITH RECON	200201	2	\$5.0000	\$10.00	\$3,315.17
3272 - CHECK EXCEPTION RETURN	150320	0	\$7.0000	\$0.00	\$0.00
3291 - OUTPUT FILE	200301	2	\$5.0000	\$10.00	\$3,315.17
3376 - ARP CUSTOM REPORT	200324	2	\$5.0000	\$10.00	\$3,315.17
3386 - IMAGE CAPTURE PER ITEM	151351	586	\$0.0200	\$11.72	\$3,885.38
<b>Subtotal</b>				<b>\$171.88</b>	<b>\$56,981.11</b>
<b>VAULT SERVICES</b>					
1310 - VAULT DEPOSIT	100100	223	\$1.7500	\$390.25	\$129,374.43
1459 - VAULT DEPOSIT PER \$1,000	10011Z	485	\$0.8000	\$388.00	\$128,628.52
1467 - VAULT MAINTENANCE	100100	1	\$0.0000	\$0.00	\$0.00
1468 - VAULT EMAIL NOTIFICATION	100154	0	\$0.2500	\$0.00	\$0.00
1471 - VAULT NOTES DEPOSITED	100118	32,333	\$0.0000	\$0.00	\$0.00
1475 - VAULT DEPOSIT ROLLED COIN	100110	0	\$0.2000	\$0.00	\$0.00
1506 - VAULT DEP PARTIAL OR MIXED BAG	100111	0	\$4.0000	\$0.00	\$0.00
1525 - VAULT DEPOSIT STD COIN BAG	100113	0	\$2.0000	\$0.00	\$0.00
1617 - VAULT DEPOSIT ADJUSTMENT	100501	0	\$1.5000	\$0.00	\$0.00
<b>Subtotal</b>				<b>\$778.25</b>	<b>\$258,002.95</b>
<b>WHOLESALE LOCKBOX</b>					
6101 - LOCKBOX - MAINT	050001	1	\$100.0000	\$100.00	\$33,151.68
6106 - WHOLESALE ITEM	050100	8,484	\$0.5000	\$4,242.00	\$1,406,294.28
6115 - NO CHECK ITEM	05011M	398	\$0.5500	\$218.90	\$72,569.03
6116 - CHECK CLEARING	10021Z	8,684	\$0.0500	\$434.20	\$143,944.60
6117 - INCOMING COURIER PACKAGE	05011P	0	\$10.0000	\$0.00	\$0.00
6126 - CHECK MICR CAPTURE	050121	8,684	\$0.0250	\$217.10	\$71,972.30
6127 - DATA CAPTURE	050126	0	\$0.0100	\$0.00	\$0.00
6140 - DOCUMENT IMAGE CAPTURE	05011R	8,684	\$0.1000	\$868.40	\$287,889.19
6245 - DEPOSIT PREPARATION	050301	22	\$0.2500	\$5.50	\$1,823.34
<b>Subtotal</b>				<b>\$6,086.10</b>	<b>\$2,017,644.41</b>
<b>WIRE - U.S.</b>					
5824 - ELECTRONIC FED DEBIT S/T	350100	5	\$4.0000	\$20.00	\$6,630.34
5887 - FED CREDIT S/T	350300	22	\$4.0000	\$88.00	\$29,173.48

Volumes and Balances on this Pro Forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

\*\* Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

**Service Analysis \***

Service Description	AFP	Number of Units	Unit Price	Charge For Service	Balance Required
Subtotal				\$108.00	\$35,803.81
<hr/>					
<b>Total Charge For Services</b>				<b>\$9,167.72</b>	<b>\$3,039,253.21</b>

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Volumes and Balances on this Pro Forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

•  
\*\* Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

J.P.Morgan



## Appendix 2

Lockbox data transmission  
guidelines and formats  
description

# J.P.Morgan

## DATA TRANSMISSION GUIDELINES AND FORMATS

J.P. Morgan has established the following Bank Administration Institute (B.A.I.) record formats to assist our customers in their system design. Please feel free to use this standard format as an example or useful guide in creating your format.

### Standard Record Formats - Description

The standard output record formats are comprised of eight record types which are defined functionally as follows:

- Type 1 - **Immediate Address Header:** This record is the beginning of the data and identifies both the source and destination of all data contained therein. In essence, this record (1) identifies the originator of the data and (2) enables your company to verify that the data was intended for your company.
- Type 2 - **Service Record:** This record identifies the purpose, content and physical characteristics of the data contained in the data file. There is only one service record per transmission data set, and this record remains in effect until the end of transmission.
- Type 5 - **Detail Header:** The detail header record is used to reduce the size of ensuing detail records by carrying the required information that is common to all the detail records it precedes for a given deposit date.
- Type 6 - **Detail Record:** This record carries the data belonging to a single remittance transaction (check amount; transit routing number from the check; remitter's account number; check number; 30 "free" positions which can be structured according to customer instructions to contain remittance detail such as invoice numbers and amounts or remitter name). This record does not contain detail information common to all transactions.
- Type 4 - **Detail Overflow Record:** This record provides a means of handling remittance detail in excess of the 30 positions which can be accommodated in the Detail Record Type 6. This record has 69 "free" positions which can be structured according to customer instructions, and is most commonly used to hold additional invoice data.
- Type 7 - **Batch Total Record:** This record marks the end of a batch of detail records and is used for balance and control purposes. Note that each batch will have a unique, identifying set of sequential batch and item numbers.
- Type 8 - **Service Total Record:** The service total record marks the end of all batches for a given lockbox and is used to balance all detail batches to that lockbox. Each service total record also contains the daily cumulative control information.
- Type 9 - **Destination Trailer:** The destination trailer record marks the end of the data and includes the total number of records.

### File Data Sequence

A typical file generated by the bank will use the eight standard record formats as follows:

#### One Lockbox Account, One Remittance Batch

(1)	Immediate Address Header
(2)	Service Record
(5) (6) (4) (6) (7)	Single Lockbox With One Batch
(8)	Service Total for Single Lockbox and the Data Set
(9)	Destination Trailer Record

#### One Lockbox Account, Multiple Remittance Batches

(1)	Immediate Address Header
(2)	Service Record
(5) (6) (4) (4) (6) (6) (7)	Single Lockbox - Batch No. 1
(5) (6) (4) (4) (6) (6) (7)	Single Lockbox - Batch No. 2
(8)	Service Total for Single Lockbox and the Data Set
(9)	Destination Trailer Record

#### Multiple Lockbox Accounts, Multiple Remittance Batches

(1)	Immediate Address Header
(2)	Service Record
(5)	Lockbox No. 1 Header Record
(6) (4) (6) (4) (6) (7)	Lockbox No. 1 - Batch No. 1
(6) (6) (6) (6) (6) (7)	Lockbox No. 1 - Batch No. 2
(8)	Service Total - Lockbox No. 1
(5)	Lockbox No. 2 Header Record
(6) (4) (4) (6) (6) (7)	Lockbox No. 2 - Batch No. 1
(8)	Service Total - Lockbox No. 2
(9)	Destination Trailer Record

#### Standard Record Formats - Specifications

For your company's system and programming personnel, the following pages contain detailed BAI record layouts and field contents for each of the standard record formats.

**Immediate Address Header**

<u>Field Number</u>	<u>Field Size</u>	<u>Positions</u>	<u>Contents</u>	<u>Description</u>
1	1	01	'1'	Record Type
2	2	02-03	'00'	Priority Code
3	10	04-13	Company's Account No.	Immediate Destination
4	10	14-23	'b071000013'	Origin Code
5	6	24-29	YYMMDD Format	Deposit Date
6	4	30-33	HHMM Format	Transmission Time
7	47	34-80	Blanks	Record Filler

**Service Record**

<u>Field Number</u>	<u>Field Size</u>	<u>Positions</u>	<u>Contents</u>	<u>Description</u>
1	1	01	'2'	Record Type
2	10	02-11	Company's Account No.	Ultimate Destination
3	10	12-21	'b071000013'	Origin Code
4	10	22-31	'0000000000'	Reference Code
5	3	32-34	'400'	Service Type
6	3	35-37	'080'	Record Size
7	4	38-41	'0080'	Block Size
8	1	42	'2'	Format
9	38	43-80	Blanks	Record Filler

**Detail Header**

<u>Field Number</u>	<u>Field Size</u>	<u>Positions</u>	<u>Contents</u>	<u>Description</u>
1	1	01	'5'	Record Type
2	3	02-04	'000'	Batch Number
3	3	05-07	'000'	Item Number
4	7	08-14	Alphanumeric	Lockbox Number
5	6	15-20	YYMMDD Format	Deposit Date
6	10	21-30	Company's Account No.	Ultimate Destination
7	10	31-40	'b071000013'	Origin Code
8	40	41-80	Blanks	Record Filler

**Detail Record**

<u>Field Number</u>	<u>Field Size</u>	<u>Positions</u>	<u>Contents</u>	<u>Description</u>
1	1	01	'6'	Record Type
2	3	02-04	'001' to '999'	Batch Number
3	3	05-07	1-999	Item Number
4	10	08-17	'\$\$\$\$\$\$cc'	Check Amount
5	9	18-26	Remitter Identification	Transit Routing Number From Check
5a	14	27-40	Remitter Identification	Account Number From Check*
6	10	41-50	Numeric	Check Number*
7	30	51-80	Alphanumeric	See Note

NOTE: These 30 positions can be formatted according to customer instructions, such as three 9-digit invoice numbers or a 15-character remitter name and one 9-digit invoice number.

\* Left justify. Fill with blanks. If needed, field 5a can be enlarged to accommodate up to 17 characters, and field 6 can be enlarged to accommodate up to 13 characters.



**Detail Overflow Record**

<u>Field Number</u>	<u>Field Size</u>	<u>Positions</u>	<u>Contents</u>	<u>Description</u>
1	1	01	'4'	Record Type
2	3	02-04	Same as detail	Batch Number
3	3	05-07	Same as detail	Item Number
4	1	08	'6'	Overflow
5	2	09-10	Begin with '01'	Overflow Sequence Number
6	1	11	'0' or '9'	Overflow Indicator**
7	69	12-80	Alphanumeric	See Note

NOTE: These 69 positions can be formatted according to customer instructions, such as seven 9-digit invoice numbers (and six blanks), or four 9-digit invoice number with 6-digit invoice amount sequences, followed by nine blanks.

\*\* '9' if last invoice of a series overflows for a given '6' detail record, otherwise '0'.

**Batch Total Record**

<u>Field Number</u>	<u>Field Size</u>	<u>Positions</u>	<u>Contents</u>	<u>Description</u>
1	1	01	'7'	Record Type
2	3	02-04	Same as detail record	Batch Number
3	3	05-07	'000'	Item Number
4	7	08-14	Alphanumeric	Lockbox Number
5	6	15-20	YYMMDD Format	Deposit Date
6	4	21-24	Numeric	Total Number of Checks
7	10	25-34	'\$\$\$\$\$\$cc'	Batch Dollar Total
8	46	35-80	Blanks	Record Filler

### Service Total Record

<u>Field Number</u>	<u>Field Size</u>	<u>Positions</u>	<u>Contents</u>	<u>Description</u>
1	1	01	'8'	Record Type
2	3	02-04	'999'	Batch Number
3	3	05-07	'999'	Item Number
4	7	08-14	Alphanumeric	Lockbox Number
5	6	15-20	YYMMDD Format	Deposit Date
6	5	21-25	Numeric	Total Number of Checks
7	10	26-35	'\$\$\$\$\$\$\$cc'	Lockbox Dollar Total
8	10	36-45	'\$\$\$\$\$\$\$cc'	Cumulative Transmission Dollar Total
9	35	46-80	Blanks	Record Filler

### Destination Trailer

<u>Field Number</u>	<u>Field Size</u>	<u>Positions</u>	<u>Contents</u>	<u>Description</u>
1	1	01	'9'	Record Type
2	6	02-07	Numeric	Total Number of Records
3	73	08-80	Blanks	Record Filler

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## Appendix 3

Sample implementation plan

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ID	% Complete	Task Name	Duration	Resource Names	Start	Finish
0	0%	<b>City of Jackson Implementation Plan</b>	153 days		Mon 04/03/23	Tue 11/07/23
1	0%	Initiation	3 days	JPMorgan	Mon 04/03/23	Wed 04/05/23
2	0%	Review initial project scope	1 day	JPMorgan	Mon 04/03/23	Mon 04/03/23
3	0%	Schedule Kick-off Call	2 days	JPMorgan	Tue 04/04/23	Wed 04/05/23
4	0%	Planning	6 days		Thu 04/06/23	Thu 04/13/23
5	0%	<b>Conduct Project Kick-off Call</b>	1 day		Thu 04/06/23	Thu 04/06/23
6	0%	Define and confirm project scope	1 day	JPMorgan, City of Jackson	Thu 04/06/23	Thu 04/06/23
7	0%	Review and confirm project timeline	1 day	JPMorgan, City of Jackson	Thu 04/06/23	Thu 04/06/23
8	0%	Review KYC requirements	1 day	JPMorgan, City of Jackson	Thu 04/06/23	Thu 04/06/23
9	0%	Review documentation requirements	1 day	JPMorgan, City of Jackson	Thu 04/06/23	Thu 04/06/23
10	0%	<b>Gather Product Requirement Information</b>	5 days		Fri 04/07/23	Thu 04/13/23
11	0%	Provide/Review product requirements	1 day	JPMorgan	Fri 04/07/23	Fri 04/07/23
12	0%	Complete/confirm detailed product requirements	4 days	JPMorgan, City of Jackson Primary Contact	Mon 04/10/23	Thu 04/13/23
13	0%	Execution	141 days		Mon 04/03/23	Fri 10/20/23
14	0%	<b>Account Opening</b>	14 days		Fri 04/07/23	Wed 04/26/23
15	0%	<b>Know Your Customer (KYC)</b>	12 days		Fri 04/07/23	Mon 04/24/23
16	0%	Complete and return KYC requirements	2 days	City of Jackson Primary Conta	Fri 04/07/23	Mon 04/10/23
17	0%	Complete KYC Approval	10 days	JPMorgan	Mon 04/10/23	Mon 04/24/23
18	0%	<b>Documentation</b>	8 days		Fri 04/07/23	Tue 04/18/23
19	0%	<b>Account/Product Documentation</b>	8 days		Fri 04/07/23	Tue 04/18/23
20	0%	Provide account/product documentation requirements	1 day	JPMorgan	Fri 04/07/23	Fri 04/07/23
21	0%	Complete and return account/product documentation	5 days	City of Jackson Signers	Mon 04/10/23	Fri 04/14/23
22	0%	Review and process account/product documents	2 days	JPMorgan	Mon 04/17/23	Tue 04/18/23
27	0%	Complete Documentation	0 days		Tue 04/18/23	Tue 04/18/23
28	0%	<b>Account Opening</b>	2 days		Mon 04/24/23	Wed 04/26/23
29	0%	Open account(s) and provide account information	2 days	JPMorgan	Mon 04/24/23	Wed 04/26/23
35	0%	<b>Product &amp; Service Setup</b>	141 days		Mon 04/03/23	Fri 10/20/23
36	0%	JPMorgan Access - New Profile Setup (Account Transfer, ACH, Reporting, Wires, Statements)	17 days		Wed 04/26/23	Fri 05/19/23
37	0%	Create new Access profile and add core products (Account Transfer, ACH, Reporting, JPMorgan)	10 days	JPMorgan	Wed 04/26/23	Wed 05/10/23
38	0%	Order Hard tokens for Security Administrators (if applicable)	2 days	JPMorgan	Wed 05/10/23	Fri 05/12/23
39	0%	Security Administrators Log onto JPMorgan Access	2 days	City of Jackson Security Admini	Fri 05/12/23	Tue 05/16/23
40	0%	Schedule Security Administrator Training	1 day	JPMorgan, City of Jackson	Fri 05/12/23	Mon 05/15/23
41	0%	Complete Security Administrator Training	1 day	JPMorgan, City of Jackson Seci	Mon 05/15/23	Tue 05/16/23
42	0%	Entitle Access users	3 days	JPMorgan, City of Jackson Seci	Tue 05/16/23	Fri 05/19/23
106	0%	<b>JPMorgan Access Checks</b>	44 days		Mon 04/10/23	Fri 06/09/23
107	0%	Add Checks product to accounts (Positive Pay, ACH Filter, Inquiry/Stop/Photo, etc.)	3 days	JPMorgan	Wed 05/10/23	Mon 05/15/23
108	0%	Entitle Users	2 days	City of Jackson Security Admini	Mon 05/15/23	Wed 05/17/23
109	0%	ACH Filter	28 days		Mon 04/10/23	Wed 05/17/23

ID	% Complete	Task Name	Resource Names	Duration	Start	Finish
110	0%	Gather any allowable ACH Company IDs	City of Jackson Primary Conta	2 days	Mon 04/10/23	Tue 04/11/23
111	0%	Create Email Notification Groups	City of Jackson Checks Users	2 days	Mon 05/15/23	Wed 05/17/23
112	0%	Create Exception Profile(s)	City of Jackson Checks Users	2 days	Mon 05/15/23	Wed 05/17/23
113	0%	<b>ACH Transaction Blocking</b>		<b>28 days</b>	<b>Mon 04/10/23</b>	<b>Wed 05/17/23</b>
114	0%	Gather any allowable ACH Company IDs	City of Jackson Primary Conta	2 days	Mon 04/10/23	Tue 04/11/23
115	0%	Create Blocking Profile(s)	City of Jackson Checks Users	2 days	Mon 05/15/23	Wed 05/17/23
116	0%	<b>Positive Pay</b>		<b>18 days</b>	<b>Wed 04/26/23</b>	<b>Mon 05/22/23</b>
117	0%	Create Email Notification Groups	City of Jackson Checks Users	2 days	Mon 05/15/23	Wed 05/17/23
118	0%	<b>MICR &amp; Payee Verification Testing</b>		<b>13 days</b>	<b>Wed 04/26/23</b>	<b>Mon 05/15/23</b>
119	0%	Provide MICR Specification Checklist & Testing Instructions	JPMorgan	1 day	Wed 04/26/23	Thu 04/27/23
120	0%	Provide Positive Pay and Payee Name Verification (PVE) Testing Instructions	JPMorgan	1 day	Wed 04/26/23	Thu 04/27/23
121	0%	Order Check Stock (if applicable)	City of Jackson Primary Conta	5 days	Thu 04/27/23	Thu 05/04/23
122	0%	Send batch of test checks to JPMorgan	City of Jackson Primary Conta	5 days	Thu 05/04/23	Thu 05/11/23
123	0%	Perform MICR and Payee Verification Testing and provide feedback	JPMorgan	2 days	Thu 05/11/23	Mon 05/15/23
124	0%	<b>Positive Pay &amp; Payee Name Verification Activation</b>		<b>3 days</b>	<b>Wed 05/17/23</b>	<b>Mon 05/22/23</b>
125	0%	Submit First Check Issue File in Production	City of Jackson Checks Users	1 day	Wed 05/17/23	Thu 05/18/23
126	0%	Confirm Receipt of Production Check Issue File	JPMorgan	1 day	Thu 05/18/23	Fri 05/19/23
127	0%	Activate Positive Pay service and Payee Verification	City of Jackson Checks Users	2 days	Thu 05/18/23	Mon 05/22/23
128	0%	<b>Check Print</b>		<b>6 days</b>	<b>Wed 04/26/23</b>	<b>Thu 05/04/23</b>
129	0%	Add Check Print to account(s)	JPMorgan	1 day	Wed 04/26/23	Thu 04/27/23
130	0%	Schedule City of Jackson Appropriate Training Session(s)	JPMorgan, Client Checks Users	2 days	Thu 04/27/23	Mon 05/01/23
131	0%	<b>Training Session 1</b>		<b>3 days</b>	<b>Mon 05/01/23</b>	<b>Thu 05/04/23</b>
132	0%	Upload Digitized Signature and Company Logo in Access	City of Jackson Checks Users	3 days	Mon 05/01/23	Thu 05/04/23
133	0%	Add FedEx/UPS Billing Account Number in Access	City of Jackson Checks Users	1 day	Mon 05/01/23	Tue 05/02/23
134	0%	Complete Courier Code, Form Code and File Format	City of Jackson Checks Users	1 day	Mon 05/01/23	Tue 05/02/23
135	0%	Test File Format	City of Jackson Checks Users	1 day	Mon 05/01/23	Tue 05/02/23
136	0%	Send Sample Check	JPMorgan	1 day	Tue 05/02/23	Wed 05/03/23
137	0%	<b>Training Session 2</b>		<b>1 day</b>	<b>Wed 05/03/23</b>	<b>Thu 05/04/23</b>
138	0%	Approve Sample Check	City of Jackson Primary Conta	1 day	Wed 05/03/23	Thu 05/04/23
139	0%	Train Users on Manual and File Upload Functions	JPMorgan, City of Jackson	1 day	Wed 05/03/23	Thu 05/04/23
140	0%	<b>Check Transmission Setup</b>		<b>18 days</b>	<b>Mon 05/15/23</b>	<b>Fri 06/09/23</b>
141	0%	Engage technical resources for technical setup and testing	JPMorgan, City of Jackson Prin	3 days	Mon 05/15/23	Thu 05/18/23
142	0%	Transmit Test Check Issue File to JPMorgan	City of Jackson Technical Cont	2 days	Mon 05/22/23	Wed 05/24/23
143	0%	Provide Test Feedback	JPMorgan	1 day	Wed 05/24/23	Thu 05/25/23
144	0%	Provide Test Check Paid and/or Image File (if applicable)	JPMorgan	2 days	Wed 05/24/23	Fri 05/26/23
145	0%	Perform Additional Testing (if applicable)	City of Jackson Technical Cont	2 days	Fri 05/26/23	Wed 05/31/23
146	0%	Sign-off on File Testing	JPMorgan, City of Jackson Prin	1 day	Fri 05/26/23	Tue 05/30/23
147	0%	Move Check transmissions into production	JPMorgan	5 days	Tue 05/30/23	Tue 06/06/23
148	0%	Submit First Check Issue File in Production	City of Jackson Technical Cont	1 day	Tue 06/06/23	Wed 06/07/23
149	0%	Activate Positive Pay Service and Payee Verification (if applicable)	City of Jackson Checks Users	2 days	Wed 06/07/23	Fri 06/09/23

ID	% Complete	Task Name	Resource Names	Duration	Start	Finish
150	0%	Confirm Receipt of Production Check Issue File	JPMorgan, City of Jackson	2 days	Wed 06/07/23	Fri 06/09/23
172	0%	JPMorgan Access Liquidity Solutions	JPMorgan	7 days	Wed 05/10/23	Fri 05/19/23
173	0%	Add Liquidity Solutions to Access profile	City of Jackson Security Admin	5 days	Wed 05/10/23	Wed 05/17/23
174	0%	Entitle Access users	City of Jackson Security Admin	2 days	Wed 05/17/23	Fri 05/19/23
178	0%	ACH Debit Blocking- Full Debit Block	JPMorgan	1 day	Wed 04/26/23	Thu 04/27/23
179	0%	Setup full ACH debit blocking	JPMorgan	1 day	Wed 04/26/23	Thu 04/27/23
180	0%	ACH Debit Blocking - Manual	JPMorgan	1 day	Wed 04/26/23	Thu 04/27/23
181	0%	Setup manual ACH debit blocking	JPMorgan	1 day	Wed 04/26/23	Thu 04/27/23
182	0%	ACH Origination - Direct Send	JPMorgan, Client Primary	46 days	Wed 04/26/23	Mon 07/03/23
183	0%	Engage technical resources for technical setup and testing	Contact	1 day	Wed 04/26/23	Thu 04/27/23
184	0%	Review and approve requirements document	JPMorgan, Client Technical	3 days	Thu 04/27/23	Tue 05/02/23
185	0%	Establish Origin and Company IDs	Contact	3 days	Tue 05/02/23	Fri 05/05/23
186	0%	Create and send test file	Client Technical Contact	7 days	Mon 05/22/23	Thu 06/01/23
187	0%	Test file and provide feedback	JPMorgan	2 days	Thu 06/01/23	Mon 06/05/23
188	0%	Confirm Acknowledgement File Received (if applicable)	JPMorgan, Client Technical	7 days	Mon 06/05/23	Wed 06/14/23
189	0%	Conduct Additional File Testing (if applicable)	Contact	5 days	Wed 06/14/23	Thu 06/22/23
190	0%	Signoff on file testing	JPMorgan, Client Primary	2 days	Thu 06/22/23	Mon 06/26/23
191	0%	Move to production	Contact, Client Technical	3 days	Mon 06/26/23	Thu 06/29/23
192	0%	Transmit First Production ACH File	JPMorgan	1 day	Thu 06/29/23	Fri 06/30/23
193	0%	Confirm Receipt of First Production File	Client Technical Contact	1 day	Fri 06/30/23	Mon 07/03/23
194	0%	ACH Receiver Services/eLockbox	Client Technical Contact	123 days	Wed 04/26/23	Fri 10/20/23
195	0%	Secure Technical Resources for setup and testing	JPMorgan, Client Primary	5 days	Wed 04/26/23	Wed 05/03/23
196	0%	Finalize setup details & review ACH file specifications	Contact	14 days	Wed 05/03/23	Tue 05/23/23
197	0%	Complete custom programming for ACH Receiver Services (if applicable)	JPMorgan, Client Technical	20 days	Tue 05/23/23	Thu 06/22/23
198	0%	Provide test data	JPMorgan	5 days	Thu 06/22/23	Thu 06/29/23
199	0%	Create and send test file via connectivity	Client Primary Contact	5 days	Thu 06/29/23	Fri 07/07/23
200	0%	Test file and provide feedback	JPMorgan	5 days	Thu 06/29/23	Fri 07/07/23
201	0%	Sign-off on file testing	Client Technical Contact	5 days	Thu 06/29/23	Fri 07/07/23
202	0%	Test connectivity in production environment	JPMorgan, Client Primary	Cont 1 day	Fri 07/07/23	Mon 07/10/23
203	0%	Activate ACH Receiver Service in production	JPMorgan, Client Technical	Co 2 days	Mon 07/10/23	Wed 07/12/23
204	0%	Transmit Production Verification Testing (PVT) ACH File	JPMorgan	21 days	Mon 07/10/23	Tue 08/08/23
205	0%	Confirm receipt of PVT file	Client Primary Contact	2 days	Tue 08/08/23	Thu 08/10/23
236	0%	AutofX	JPMorgan	50 days	Thu 08/10/23	Fri 10/20/23
				23 days	Wed 04/26/23	Tue 05/30/23

ID	% Complete	Task Name	Resource Names	Duration	Start	Finish
237	0%	Add AutoFX to account(s)	JPMorgan	3 days	Wed 04/26/23	Mon 05/01/23
238	0%	Fedwire Transmission Setup	JPMorgan, City of Jackson	20 days	Mon 05/01/23	Tue 05/30/23
239	0%	Secure Technical Resources for setup and testing	Primary Contact	5 days	Mon 05/01/23	Mon 05/08/23
240	0%	Schedule testing via Fedwire	JPMorgan, City of Jackson	3 days	Mon 05/08/23	Thu 05/11/23
241	0%	Create FX Fedwire test transactions	Technical Contact			
242	0%	Send Cycle 1 test transactions via Fedwire test system	City of Jackson Primary	Conta 2 days	Thu 05/11/23	Mon 05/15/23
243	0%	Test Transactions and Provide Feedback	City of Jackson Technical	Cont 2 days	Mon 05/15/23	Wed 05/17/23
244	0%	Send Cycle 2 test transactions via Fedwire test system	JPMorgan	1 day	Wed 05/17/23	Thu 05/18/23
245	0%	Test transactions and provide feedback	City of Jackson Technical	Cont 2 days	Thu 05/18/23	Mon 05/22/23
246	0%	Sign-off on Transaction Testing	JPMorgan	1 day	Mon 05/22/23	Tue 05/23/23
247	0%	Confirm PVT date	Primary Contact	1 day	Tue 05/23/23	Wed 05/24/23
248	0%	Transmit first production transaction(s)	JPMorgan, City of Jackson	1 day	Wed 05/24/23	Thu 05/25/23
249	0%	Confirm receipt of first production transaction	Primary Contact	1 day	Thu 05/25/23	Fri 05/26/23
310	0%	Cash Vault Services	City of Jackson Technical	Cont 1 day	Fri 05/26/23	Tue 05/30/23
311	0%	Setup Cash Vault Services	JPMorgan	6 days	Wed 04/26/23	Thu 05/04/23
312	0%	Order Supplies	JPMorgan	1 day	Wed 04/26/23	Thu 04/27/23
313	0%	Provide City of Jackson with VRU or Web Instructions (if applicable)	City of Jackson Primary	Conta 5 days	Thu 04/27/23	Thu 05/04/23
314	0%	Check Print Outsourcing (CKO)	JPMorgan	2 days	Thu 04/27/23	Mon 05/01/23
315	0%	Engage technical resources for technical setup and testing	JPMorgan, City of Jackson	Prin 2 days	Mon 04/03/23	Mon 05/08/23
316	0%	Review and approve requirements document	JPMorgan, City of Jackson	Prin 3 days	Wed 04/26/23	Fri 04/28/23
317	0%	UAT Cycle 1 (File Format/Layout Testing)	City of Jackson Technical	Cont 3 days	Fri 04/28/23	Wed 05/03/23
318	0%	Create & Send Test File with Check Transactions	JPMorgan	5 days	Mon 04/03/23	Fri 04/07/23
319	0%	Provide Test Feedback to City of Jackson	City of Jackson Technical	Cont 3 days	Mon 04/03/23	Wed 04/05/23
320	0%	UAT Cycle 2 (Backoffice Testing)	JPMorgan	2 days	Thu 04/06/23	Fri 04/07/23
321	0%	Send test file for check transactions	City of Jackson Technical	Cont 1 day	Mon 04/10/23	Tue 04/18/23
322	0%	Create Issue File and send to back office for testing	JPMorgan	1 day	Mon 04/10/23	Mon 04/10/23
323	0%	Provide PDF Sample Checks	JPMorgan	3 days	Tue 04/11/23	Tue 04/11/23
324	0%	Approve Test Checks	City of Jackson Primary	Conta 2 days	Wed 04/12/23	Fri 04/14/23
325	0%	UAT Cycle 3 (Volume/Mirror Production Testing)	JPMorgan, City of Jackson	4 days	Mon 04/17/23	Tue 04/18/23
326	0%	Perform Cycle 3 test	JPMorgan, City of Jackson	Tec 3 days	Wed 04/19/23	Mon 04/24/23
327	0%	Sign off on testing / Approval to move to production	JPMorgan, City of Jackson	Prin 1 day	Mon 04/24/23	Mon 04/24/23
328	0%	Move to production	JPM Campaign Manager	10 days	Tue 04/25/23	Mon 05/08/23
329	0%	Check Return Service	JPMorgan	8 days	Wed 04/26/23	Mon 05/08/23
330	0%	Add Check Returns to account(s)	JPMorgan	8 days	Wed 04/26/23	Mon 05/08/23
331	0%	Commercial Card	JPMorgan	35 days	Mon 04/03/23	Fri 05/19/23
332	0%	Engage Commercial Card team	JPMorgan	2 days	Mon 04/03/23	Tue 04/04/23
333	0%	Card	JPMorgan	16 days	Wed 04/05/23	Wed 04/26/23

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 984 2034 2084 2134

ID	% Complete	Task Name	Resource Names	Duration	Start	Finish
334	0%	Engage Technical Resource	JPMorgan	1 day	Wed 04/05/23	Wed 04/05/23
335	0%	Engage Third Party	JPMorgan	1 day	Wed 04/05/23	Wed 04/05/23
336	0%	Review and Approve Logo Mockup	City of Jackson Primary	Conta 5 days	Wed 04/05/23	Tue 04/11/23
337	0%	Finalize Reconciliation and Configuration Requirements	JPMorgan, City of Jackson	Prim 5 days	Wed 04/05/23	Tue 04/11/23
338	0%	Submit Cardholder Enrollment Form for Submission	JPMorgan, City of Jackson	Prim 5 days	Wed 04/12/23	Tue 04/18/23
339	0%	Finalize Platform Setup & Distribute User IDs (PA, CH & Appr)	JPMorgan	5 days	Wed 04/12/23	Tue 04/18/23
340	0%	Enable Association / Mapper File Setup	JPMorgan	1 day	Wed 04/12/23	Wed 04/12/23
341	0%	Confirm Receipt of Cards	City of Jackson Primary	Conta 3 days	Wed 04/19/23	Fri 04/21/23
342	0%	Initial Card Spend / Production Validation	JPMorgan, City of Jackson	Prim 3 days	Mon 04/24/23	Wed 04/26/23
343	0%	<b>Simple Use Accounts (SUA)</b>		<b>33 days</b>	<b>Wed 04/05/23</b>	<b>Fri 05/19/23</b>
344	0%	Engage Technical Contacts	City of Jackson Primary	Conta 1 day	Wed 04/05/23	Wed 04/05/23
345	0%	Developer's Guide Walkthrough	JPMorgan, City of Jackson	Prim 1 day	Thu 04/06/23	Thu 04/06/23
346	0%	Provide Pre-Cat test file	City of Jackson Technical	Cont 5 days	Fri 04/07/23	Thu 04/13/23
347	0%	Finalize Reconciliation and Configuration Requirements	JPMorgan, City of Jackson	Prim 5 days	Fri 04/14/23	Thu 04/20/23
348	0%	Complete Unit Testing (Payment, Response & Recon Files)	City of Jackson Technical	Cont 5 days	Fri 04/21/23	Thu 04/27/23
349	0%	Provide UAT Sign Off	City of Jackson Primary	Conta 5 days	Fri 04/28/23	Thu 05/04/23
350	0%	Complete Production Site Configuration	JPMorgan, City of Jackson	Tecl 3 days	Fri 05/05/23	Tue 05/09/23
351	0%	Submit First Production Payment File (Go-Live)	City of Jackson Technical	Cont 5 days	Wed 05/10/23	Tue 05/16/23
352	0%	Validate Receipt and Usage of Reconciliation File	JPMorgan, City of Jackson	Tecl 3 days	Wed 05/17/23	Fri 05/19/23
353	0%	<b>Prefund</b>		<b>15 days</b>	<b>Wed 04/05/23</b>	<b>Tue 04/25/23</b>
354	0%	Review and begin prefund setup	JPMorgan, City of Jackson	Prim 10 days	Wed 04/05/23	Tue 04/18/23
355	0%	Complete Prefund Setup	JPMorgan	5 days	Wed 04/19/23	Tue 04/25/23
356	0%	<b>Campaign Management</b>		<b>32 days</b>	<b>Wed 04/05/23</b>	<b>Thu 05/18/23</b>
357	0%	Engage Campaign Manager Resource	JPMorgan	5 days	Wed 04/05/23	Tue 04/11/23
358	0%	Provide Campaign Logo and Complete Questionnaire	City of Jackson Primary	Conta 5 days	Wed 04/12/23	Tue 04/18/23
359	0%	Approve Campaign Supplier Communications & Target Supplier List	City of Jackson Primary	Conta 5 days	Wed 04/19/23	Tue 04/25/23
360	0%	Launch Supplier Campaign	JPMorgan, City of Jackson	Prim 10 days	Fri 05/05/23	Thu 05/18/23
361	0%	<b>Controlled Disbursement</b>		<b>14 days</b>	<b>Wed 04/26/23</b>	<b>Tue 05/16/23</b>
362	0%	Add Controlled Disbursement service to account(s)	JPMorgan	2 days	Wed 04/26/23	Fri 04/28/23
363	0%	<b>MICR &amp; Payee Verification Testing</b>		<b>12 days</b>	<b>Fri 04/28/23</b>	<b>Tue 05/16/23</b>
364	0%	Provide MICR Specification Checklist & Testing Instructions	JPMorgan	0 days	Fri 04/28/23	Fri 04/28/23
365	0%	Order checks	City of Jackson Primary	Conta 5 days	Fri 04/28/23	Fri 05/05/23
366	0%	Send batch of test checks to JPMorgan	City of Jackson Primary	Conta 5 days	Fri 05/05/23	Fri 05/12/23
367	0%	Perform MICR testing and provide feedback	JPMorgan	2 days	Fri 05/12/23	Tue 05/16/23
368	0%	<b>Image Cash Letter (ICL)</b>		<b>22 days</b>	<b>Wed 04/26/23</b>	<b>Fri 05/26/23</b>
369	0%	Secure technical resources for setup and testing	JPMorgan, City of Jackson	Prim 1 day	Wed 04/26/23	Thu 04/27/23
739	0%	Create Requirements Document	JPMorgan	3 days	Thu 04/27/23	Tue 05/02/23
740	0%	Review and approve Requirements Document	City of Jackson Primary	Conta 2 days	Tue 05/02/23	Thu 05/04/23
741	0%	Create and send test file via connectivity	JPMorgan	4 days	Thu 05/04/23	Wed 05/10/23
742	0%	Review test file and provide feedback	City of Jackson Primary	Conta 4 days	Wed 05/10/23	Tue 05/16/23
743	0%					
744	0%					



ID	% Complete	Task Name	Resource Names	Duration	Start	Finish
745	0%	Sign-off on file testing	JPMorgan, City of Jackson Prin	2 days	Tue 05/16/23	Thu 05/18/23
746	0%	Migrate ICL service to production	JPMorgan	3 days	Thu 05/18/23	Tue 05/23/23
747	0%	Submit Production Verification Testing (PVT) file	JPMorgan	2 days	Tue 05/23/23	Thu 05/25/23
748	0%	Confirm PVT received and processed successfully	City of Jackson Primary Conta	1 day	Thu 05/25/23	Fri 05/26/23
749	0%	<b>Lockbox</b>		<b>137 days</b>	<b>Mon 04/03/23</b>	<b>Mon 10/16/23</b>
750	0%	<b>Wholesale Lockbox Setup with Receivables Online</b>		<b>7 days</b>	<b>Wed 05/10/23</b>	<b>Fri 05/19/23</b>
751	0%	Reserve lockbox location and number	JPMorgan	1 day	Wed 05/10/23	Thu 05/11/23
752	0%	Open lockbox	JPMorgan	5 days	Thu 05/11/23	Thu 05/18/23
753	0%	Create new Receivables Online portal	JPMorgan	5 days	Thu 05/11/23	Thu 05/18/23
754	0%	Complete user and entitlement setup for Receivables Edge	City of Jackson Security Admii	1 day	Thu 05/18/23	Fri 05/19/23
787	0%	<b>Remote Deposit Capture (RDC)</b>		<b>36 days</b>	<b>Mon 04/03/23</b>	<b>Mon 05/22/23</b>
788	0%	Provide Scanner Comparison Guide	JPMorgan	1 day	Mon 04/03/23	Mon 04/03/23
789	0%	Order scanner from vendor	City of Jackson Primary Conta	1 day	Tue 04/04/23	Tue 04/04/23
790	0%	Reserve RDC number	JPMorgan	2 days	Wed 04/26/23	Fri 04/28/23
791	0%	Add RDC to account(s)/profile	JPMorgan	5 days	Wed 05/10/23	Wed 05/17/23
792	0%	Complete scanner & software installation	City of Jackson Technical Cont	3 days	Wed 05/17/23	Mon 05/22/23
793	0%	<b>Wholesale Transmission Setup</b>		<b>103 days</b>	<b>Thu 05/18/23</b>	<b>Mon 10/16/23</b>
794	0%	Engage technical resources for technical setup and testing	JPMorgan, City of Jackson Prin	2 days	Thu 05/18/23	Mon 05/22/23
795	0%	Review and approve requirements document	City of Jackson Primary Conta	5 days	Mon 05/22/23	Tue 05/30/23
796	0%	Review and approve file format	City of Jackson Primary Conta	3 days	Mon 05/22/23	Thu 05/25/23
797	0%	Provide sample test documents	City of Jackson Primary Conta	5 days	Mon 05/22/23	Tue 05/30/23
798	0%	<b>Obtain Approvals (if needed)</b>		<b>5 days</b>	<b>Tue 05/30/23</b>	<b>Tue 06/06/23</b>
799	0%	Obtain non-standard approvals	JPMorgan	5 days	Tue 05/30/23	Tue 06/06/23
800	0%	Obtain approval for custom coding	JPMorgan, City of Jackson Tec	5 days	Tue 05/30/23	Tue 06/06/23
801	0%	Submit programming request	JPMorgan	3 days	Tue 06/06/23	Fri 06/09/23
802	0%	Transmission Development - Standard	JPMorgan	20 days	Fri 06/09/23	Tue 07/11/23
803	0%	Transmission Development - Custom Coding (additional timeframe if applicable)	JPMorgan	25 days	Tue 07/11/23	Tue 08/15/23
804	0%	<b>Cycle 1 Testing</b>		<b>10 days</b>	<b>Tue 08/15/23</b>	<b>Tue 08/29/23</b>
805	0%	Create & provide test file #1	JPMorgan	5 days	Tue 08/15/23	Tue 08/22/23
806	0%	Test File and Provide Feedback	City of Jackson Primary Conta	5 days	Tue 08/22/23	Tue 08/29/23
807	0%	<b>Cycle 2 Testing (if needed)</b>		<b>10 days</b>	<b>Tue 08/29/23</b>	<b>Wed 09/13/23</b>
808	0%	Create & provide test file #2	JPMorgan	5 days	Tue 08/29/23	Wed 09/06/23
809	0%	Test File and Provide Feedback	City of Jackson Primary Conta	5 days	Wed 09/06/23	Wed 09/13/23
810	0%	<b>Cycle 3 Testing (if needed)</b>		<b>10 days</b>	<b>Wed 09/13/23</b>	<b>Wed 09/27/23</b>
811	0%	Create & provide test file #3	JPMorgan	5 days	Wed 09/13/23	Wed 09/20/23
812	0%	Test File and Provide Feedback	City of Jackson Primary Conta	5 days	Wed 09/20/23	Wed 09/27/23
813	0%	Sign-off on File Testing	JPMorgan, City of Jackson Tec	1 day	Wed 09/27/23	Thu 09/28/23
814	0%	Move to production	JPMorgan	10 days	Thu 09/28/23	Thu 10/12/23
815	0%	Transmit First Production Lockbox File	JPMorgan	1 day	Thu 10/12/23	Fri 10/13/23
816	0%	Confirm Receipt of Production Lockbox File	City of Jackson Technical Com	1 day	Fri 10/13/23	Mon 10/16/23

ID	% Complete:	Task Name	Resource Names	Duration	Start	Finish
960	0%	<b>Product Training</b>		10 days	Wed 05/10/23	Wed 05/24/23
961	0%	Schedule training		9 days	Wed 05/10/23	Tue 05/23/23
962	0%	Cash Reporting and Statements	JPMorgan, City of Jackson Prin2 days		Fri 05/19/23	Tue 05/23/23
963	0%	Wires and Transaction Services	JPMorgan, City of Jackson Prin2 days		Fri 05/19/23	Tue 05/23/23
964	0%	ACH Payments and Transaction Services	JPMorgan, City of Jackson Prin2 days		Fri 05/19/23	Tue 05/23/23
965	0%	Account Validation Services	JPMorgan, City of Jackson Prin2 days		Wed 05/10/23	Fri 05/12/23
966	0%	Receivables Online and Remote Deposit Capture	JPMorgan, City of Jackson Prin2 days		Fri 05/19/23	Tue 05/23/23
967	0%	Global ACH	JPMorgan, City of Jackson Prin2 days		Wed 05/10/23	Fri 05/12/23
968	0%	Host to Host Online	JPMorgan, City of Jackson Prin2 days		Wed 05/10/23	Fri 05/12/23
969	0%	Virtual Branch	JPMorgan, City of Jackson Prin2 days		Wed 05/10/23	Fri 05/12/23
970	0%	<b>Complete Training</b>		8 days	Fri 05/12/23	Wed 05/24/23
971	0%	Cash Reporting and Statements	City of Jackson	1 day	Tue 05/23/23	Wed 05/24/23
972	0%	Wire Payments	City of Jackson	1 day	Tue 05/23/23	Wed 05/24/23
973	0%	ACH Payments and Transaction Services	City of Jackson	1 day	Tue 05/23/23	Wed 05/24/23
974	0%	Account Validation Services	City of Jackson	1 day	Fri 05/12/23	Mon 05/15/23
975	0%	Receivables Online and Remote Deposit Capture	City of Jackson	1 day	Tue 05/23/23	Wed 05/24/23
976	0%	Global ACH	City of Jackson	1 day	Fri 05/12/23	Mon 05/15/23
977	0%	Host to Host Online	City of Jackson	1 day	Fri 05/12/23	Mon 05/15/23
978	0%	Virtual Branch	City of Jackson	1 day	Fri 05/12/23	Mon 05/15/23
979	0%	<b>Closure</b>		12 days	Fri 10/20/23	Tue 11/07/23
980	0%	Monitor Services During Production Verification Period	JPMorgan	10 days	Fri 10/20/23	Fri 11/03/23
981	0%	Transition to Service/ Production Handover	JPMorgan	1 day	Fri 11/03/23	Mon 11/06/23
982	0%	Complete Project	JPMorgan	1 day	Mon 11/06/23	Tue 11/07/23



March 21, 2023

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

Re: Banking Services – Depository Bid RFP # 94629-032123

To Whom it May Concern:

Cadence Bank appreciates the opportunity to offer the enclosed bid for the City of Jackson's depository relationship. We appreciate the business relationship we maintain with the city, and look forward to continuing that partnership. Cadence Bank is experienced in the management of public fund relationships. We will continue to provide the City of Jackson all the necessary services and customer service you are accustomed to. Enclosed you will find the rates we propose to pay on the City's deposits and fees for a 2-year bid term.

Cadence Bank has grown to become a \$50.0 Billion bank, operating approximately 410 locations in nine states. Chartered in 1876, Cadence Bank is headquartered in Mississippi and one of the most stable banks in the country. Cadence Bank is a State-Chartered financial institution and an eligible public depository under current Mississippi State Law. As such, Cadence Bank meets the requirements provided in Section 27-105-353 and 27-105-363 of the Mississippi Code of 1972, Annotated and is an approved financial institution under the "State of Mississippi Guaranty Pool Program" under Section 27-105-6 Mississippi Code.

Attached to this letter is a detailed proposal submitted on the required bid form. In addition to the bid form, please note the following:

1. Rate Options (**Choose One of the following for the full 2-year bid term**)
  - a. Fixed Rate of 3.55% for two years
  - b. Floating Rate of Fed Funds Target Rate minus .80% . With a no floor rate and no cap on the rate. Currently, this rate equals 3.95%.
  - c. In order to receive either rate quoted above, the total balances for all of the city's accounts must maintain a minimum balance of \$50 Million and a maximum balance of \$300 Million. If these balances are not maintained, Cadence Bank reserves the right to adjust the rate to the current market rate or a default rate setup within the bank.
  - d. Any deposits not derived from normal operating procedures (i.e., bond proceeds, federal funding from federal/state agencies: EPA, DEQ, federal disaster funds, legal settlements, etc.) are subject to interest quotes at current market conditions. Cadence Bank reserves the right to quote on these types of one-time funds separately if the issue arises.
2. A copy of the bank's State Treasurer Certificate stating we're an approved depository for public funds.
3. All checking accounts, Treasury Management and Lockbox Services are estimated to be \$74,053.97 per year. This is based on the account activity stated in the bid.

*Proprietary and Confidential information*



Cadence Bank pledges our continued support to help maintain the economic growth of The City of Jackson. We are committed to Jackson and will continue our support of the community as we have in the past. Cadence Bank's involvement across the community of Jackson, MS the past two years includes participating in city events and sponsoring certain events. Below are a few examples of Cadence Bank's community involvement:

- Opening of new full-service branch in Westland Plaza in February 2022
- Hosted multiple Homebuyer Seminars
- City's Small Business Seminar
- Teaching Children to Save and other similar classroom banking sessions to discuss personal finance in pre-school and some Jackson Public Schools
- Participated in a Habitat for Humanity home build

Cadence Bank will continue to provide dedicated relationship managers available for the City's staff to contact regarding questions, new services or issues to resolve. Please contact any of the following individuals if you have any questions regarding our depository bid:

**Brad Maley**  
President, Mid MS. Div.  
601-944-3501  
brad.maley@cadencebank.com

**Myrtis Rankin**  
Vice President  
601-944-3523  
myrtis.rankin@cadencebank.com

**Steve Harrington**  
First VP - Treasury Management  
601-592-4310  
steve.harrington@cadencebank.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Maley", written over a light blue horizontal line.

**Brad Maley**  
President – Mid Mississippi Division

March 21, 2023 2023-2026

Service	Annual Volume	Bid Per Unit	Annual Cost
Checks Paid, Debit Items	7,030	\$0.08	\$562.40
Items Deposited	44,935	\$0.10	\$4,493.50
Number of Deposits	2,677	\$0.30	\$803.10
ACH Received Credits	4,142	\$0.06	\$248.52
ACH Received Debits	577	\$0.06	\$34.62
Deposited Items Returned	245	\$5.00	\$1,225.00
Wire Transfers - outgoing ( OLB below)	64		\$0.00
Wire Transfers - incoming	265	\$10.00	\$2,650.00
Wire Transfers Notification-email	67	\$1.25	\$83.75
Security Processing, Safekeeping Fee	0	\$0.00	\$0.00
Serial Deposit Ticket Orders Fee per 400	2,400	\$8.88	\$270.00
ACH Maintenance Fee	224	\$2.15	\$660.00
Lockbox Items Processed	101,808	\$0.30	\$30,542.40
Lockbox Un-Matched/Non-Check	4,771	\$0.35	\$1,669.85
Lockbox Maintenance Fee	12	\$125.00	\$1,500.00
ACH Notice of Change Debit/Credit	111	\$2.50	\$277.50
ACH Filter Block	12	\$25.00	\$300.00
Online Banking Base Fee	12	\$55.00	\$660.00
Online Banking Additional Accounts	230	\$5.00	\$1,150.00
Online Banking Wire Transfer Fee	64	\$12.00	\$768.00
Online Banking Stop Payment Fee	30	\$20.00	\$600.00
Online Banking Security Fee	12	\$0.00	\$0.00
Tax Payment Service Fee	12	\$0.00	\$0.00
Currency/Coin Deposited per \$100	5,814,123	\$0.15	\$8,721.18
CD ROM Per Debit/ARP Partial Per Item	13,052	\$0.12	\$1,566.24
CD ROM Maintenance Fee	12	\$15.00	\$180.00
CD ROM Additional Accounts	12	\$10.00	\$120.00
ARP Partial Fee/Additional Acct	24	\$25.00	\$600.00
ACH Return Items	684	\$4.00	\$2,736.00
EDI Translation Items/Fee	12	\$12.50	\$150.00
Zero Balance Master/Sub Accounts	12	\$55.00	\$660.00
ACH Direct Send Debits/Credits & Transmit	45,113	\$0.07	\$3,157.91
ACH Direct Send Per File Transmit	251	\$5.00	\$1,255.00
Positive Pay Primary	24	\$25.00	\$600.00
Positive Pay Additional Account	12	\$25.00	\$300.00
Positive Pay Paid Exception Items	175	\$1.00	\$175.00
ACH Same Day	12	\$25.00	\$300.00
Secure Browser/token fee	108	\$0.00	\$0.00
BAI File Download, Reporting, and Previous Day Assessment Fee Per \$1000	96	\$20.00	\$1,920.00
	1,794,344		\$0.00

Service	Annual Volume	Bid Per Unit	Annual Cost
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**TOTAL COST - PAGE 1**

**\$70,939.97**

**INTEREST RATE BID 3.55 % Fixed Variable FFT - .80 %; today equal to 3.95%**

**In order to receive either rate quoted above, the total balances for all of the city's accounts must maintain a minimum balance of \$50 Million and a maximum balance of \$300 million. If these balances are not maintained, Cadence Bank reserves the right to adjust the rate to the current market rate or a default rate setup within the bank.**

**Additional services not listed on bid sheet:**

Account Maintenance fee per account	252	\$10.00	\$2,520.00
Onlinen Banking Wire Module Monthly Maintenance	12	\$25.00	\$300.00
Online Banking ACH per item	4200	\$0.07	\$294.00

**TOTAL ANNUAL COST FOR ALL SERVICES QUOTED**

**\$74,053.97**

**If the variable rate is chosen fees may apply @ \$100.00 per month for each variable sweep account**

**This can be discussed as needed with the City if choosing a variable rate option**

**\*Evaluating of bids received and in calculating total bank charges annually,**

**The City will apply the bank bid rate for interest to an an average of \$90,000,000 in collected balances for city accounts.**

**Proprietary and Confidential information**



## **NOTES TO BID FORM**

**\* Include other bank fees not listed above on a separate sheet.**

***See additional fees on attached Bid Form.***

**\*Provide a brief summary of the bank's lockbox system to include location of lockbox processor, interface to city's system for downloading of payments received, and frequency of lockbox pickup from post office.**

***Cadence Bank currently handles the processing of Lockbox for the City of Jackson's water/ sewer payments. We also do this for other municipalities and large public fund entities. On a daily basis, we create a Lockbox file the City uses to download into the billing software for auto-posting of payments. We recently helped the City begin accepting more water payments online. Our Lockbox processing center for the City of Jackson is in Tupelo, MS. Mail is picked up twice each business day from the main post office in Tupelo for sorting & processing. Our lockbox facility in Memphis, TN will close in June 2023. Lockbox Staff couriers any remaining lockbox work received in the Memphis, TN box each business morning to verify all available mail is picked up. Our staff in the Tupelo, Ms. Lockbox center is experienced and has handled the City's Lockbox payments since January 2015.***

***Proposals shall include any one-time setup costs for establishment of City Accounts.***

***One time set up costs are to be identified separately.***

***There are no one-time costs for setup purposes in this bid for the city.***

***Conversion costs will be considered by the city-evaluating depository proposals.***

***No conversion costs are to be incurred by the City since Cadence Bank currently is the lead depository bank.***

***“Official bid documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com).***

***Electronic bids can be submitted to [www.centralbidding.com](http://www.centralbidding.com).***

***For any question relating to the electronic bidding process, please call Central Bidding at 225-810-4814.”***



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, Cadence Bank is hereby appointed a

**STATE DEPOSITORY**

for a term of one year ending the thirtieth (30<sup>th</sup>) day of November, 2023, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the first day of December, 2022.

A handwritten signature in cursive script, appearing to read "David McRae", is written over a horizontal line.

**David McRae**  
**Treasurer of the State of Mississippi**



**CITY OF JACKSON, MISSISSIPPI  
DEPARTMENT OF ADMINISTRATION**

**BANKING SERVICES-DEPOSITORY BID  
RFP No. 94629-032123**

---

Submitted by



Steven Dowe  
*Senior Vice President*  
Government and Institutional Banking  
1020 Highland Colony Pkwy.  
Ridgeland, MS 39157  
601 /790-8165  
[steven.dowe@regions.com](mailto:steven.dowe@regions.com)

Kaehlene Smith  
*Vice President*  
Treasury Management Officer  
1020 Highland Colony Pkwy.  
Ridgeland, MS 39157  
601/790-8113  
[Kaehlenc.smith@regions.com](mailto:Kaehlenc.smith@regions.com)

**CITY OF JACKSON, MISSISSIPPI  
DEPARTMENT OF ADMINISTRATION**

**BID OPENING DATE**

**03/21/2023 at 3:30 PM City Hall**

**Specification Information Contact:**

Felicia Young, Finance Manager, 601-960-2005  
Warren Hood Building  
200 South President Street  
Jackson, MS 39201

**Bid Submittal Due Date**

**03/21/2023 no later than 3:30 PM**

**MARKED ON OUTSIDE OF ENVELOPE RFP#94629-032123 DEPOSITORY BID**

**Submit**

Municipal Clerk Department  
219 South President Street  
Jackson, MS 39201

## **Table of Contents**

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## Executive Summary

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**At Regions, we take a team approach to relationship management. A primary relationship manger will be assigned to your accounts. The relationship manager, Steven Dowe, will work with other partners to ensure that the proper product set for optimum efficiency is in place for the City of Jackson, Mississippi. Kaehlene Smith, who directs the delivery of treasury management services to our clients in the Mississippi area and her analyst Tandi Pevey will work directly with the City of Jackson, Mississippi in the implementation process and with the daily servicing requirements of the City of Jackson, Mississippi.**

**To be successful, we all provide some level of service. It is the cumulative effort every associate makes that sets us apart as a premier bank throughout our footprint. And we will continue to excel in the award-winning quality of the service we provide. It is what distinguishes us from our competition.**



**"Building a Better Banking Experience"**



March 20, 2023

City of Jackson, Mississippi  
Municipal Clerk Department  
Attn: Felicia Young, Finance Manager  
219 South President Street  
Jackson, MS 39201

RE: Banking Services-Depository Bid Specifications 2023-2024

Regions Bank appreciates the opportunity to present this proposal for banking services to City of Jackson, Mississippi for 2023-2024. We know that a financial partnership begins with a thorough understanding of the various needs of your growing city, in a world that is rapidly changing. We recognize that public entity needs are unique to each customer and that is why we are committed to embracing value-added products and services that make a difference in the way you conduct your daily activities.

Regions Financial Corporation (NYSE: RF), with \$153.3 billion in assets, is a member of the S&P 500 Index and is one of the nation's largest full-service providers of consumer and commercial banking, wealth management, and mortgage products and services. Regions serves customers across the South, Midwest, and Texas, and through its subsidiary, Regions Bank, operates approximately 1,460 banking offices and 1,960 ATMs. Additional information about Regions and its full line of products and services can be found at [www.regions.com](http://www.regions.com).

Regions Bank offers you a Type 933 Public Funds Net Interest Checking for your accounts with a rate variable of 3.00%. Monthly you earn an ECR of 100 bps to offset your analysis fees. You will be paid interest monthly on collected balances after all analysis fees are paid by the offsetting ECR of 100 bps, statements are provided monthly. Your deposits will be properly collateralized as the bank is a part of the State of MS collateral pool. **All fees associated with this account will apply.**

We also propose the Morgan Stanley Mutual Fund Sweep the Fidelity Sweep for excess funds of 20 million or over. These sweeps are currently paying a interest rates of 4.34- 4.40% as of this date (subject to change). This Mutual Fund is available always if needed in the operating account. We will be glad to discuss the sweep in more detail if interested. All fees associated with this account will apply.

Regions Bank also proposes our proven on-line banking solution to complete your treasury management needs. The iTreasury suite of services provides an electronic window to your bank accounts through any PC with Internet access. Using a web-browser, you can access a streamlined menu of easy-to-use cash management products. iTreasury enables you to review previous day transactions, transfer funds between Regions Bank accounts, initiate ACH transfers, initiate check and deposit inquiries, initiate stop payments, export data to your PC and many other functions.

Regions Bank is also very proud of its Commercial Card program that is utilized by many public entities across Mississippi and surrounding states. Commercial Card would enable City of Jackson, Mississippi to empower its employees to make purchases in a very controlled environment, while administration would have the ability to monitor and maintain the program via several online tools. Depending on the level of spending, City of Jackson, Mississippi could not only operate this Commercial Card program at no cost, but also qualify for an annual rebate. Upon receiving approximate monthly spending activity, Regions Bank will gladly provide a detailed rebate schedule.

Regions Bank certifies that it is capable of performing all tasks and activities associated with the requirements of City of Jackson, Mississippi's RFP and is appointed by the State Treasurer of Mississippi as a State Depository. We sincerely hope that Regions Bank is selected to serve as City of Jackson, Mississippi's banking partner for 2023-2024. In the event we are selected, the requested depository and treasury management services will be implemented within four weeks of receiving the necessary service agreements. Thank you for your consideration and please contact us with any questions.

Sincerely,

**Steven Dowe**  
**Vice President**  
**Government and Institutional Banking**  
**Relationship Manager**  
**Attachments**

**RESPONSE TO PROPOSAL**

**BID OPENING DATE**

**03/21/2023 at 3:30 PM City Hall**

**Specification Information Contact:**

Felicia Young, Finance Manager, 601-960-2005  
Warren Hood Building  
200 South President Street  
Jackson, MS 39201

**Bid Submittal Due Date**

03/21/2023 no later than 3:30 PM

**MARKED ON OUTSIDE OF ENVELOPE RFP#94629-032123 DEPOSITORY BID**

**Submit**

Municipal Clerk Department  
219 South President Street  
Jackson, MS 39201

NAME OF BANK: Regions Bank

CONTACT PERSON: Steven Dowe

STREET ADDRESS: 1020 Highland Colony Parkway, Suite 200

CITY/STATE/ZIP: Ridgeland, MS 39157

TELEPHONE NUMBER: 601.790.8165

FAX NUMBER: 601.607.7847

**CITY OF JACKSON, MISSISSIPPI  
BANKING SERVICES-DEPOSITORY BID SPECIFICATIONS  
2023-2024**

**The City of Jackson, Mississippi currently have the following bank accounts:**

- |   |   |
|---|---|
| <b>1. Revenue Fund</b>                    | <b>12. Grant Fund Account</b>                         |
| <b>2. Workers Compensation Petty Cash</b> | <b>13. Fire Fund</b>                                  |
| <b>3. State Tort Claims</b>               | <b>14. Planetarium Fund</b>                           |
| <b>4. Petty Cash-Travel</b>               | <b>15. State Bond Fewell Water Plant</b>              |
| <b>5. Accounts Payable</b>                | <b>16. State Bond Tougaloo Senior Center</b>          |
| <b>6. Payroll</b>                         | <b>17. State Bond Pete Brown Golf Course</b>          |
| <b>7. Water/Sewer &amp; Sanitation</b>    | <b>18. State Bond Livingston Park</b>                 |
| <b>8. Blight Elimination Program</b>      | <b>19. State Bond Lake Hico &amp; Northgate Parks</b> |
| <b>9. 1% Sales Tax Account</b>            |   |
| <b>10. Landmark TIF Bond Fund</b>         |   |
| <b>11. Lease Proceeds</b>                 |   |

**The Revenue Fund is the main account for the City. This account provides funding to the accounts payable and the payroll account. These accounts have zero balances.**

**The Workers Compensation Petty Cash Account is used to pay workers compensation claims for employees.**

**The State Tort Claims account records deposits received from the Trustee of the State Tort Claims Trust. The Trustee makes the deposits directly to the State Tort Claims checking account at the request of the City.**

**The Petty Cash Account is used primarily for travel expenses.**

**The Accounts Payable Account is used to pay all vendor invoices received by the City; payment options available to vendors are checks and ach transfers.**

**The Payroll Account is used to pay employees that work for the City.**

**The Water/Sewer & Sanitation Account records deposits received from utility billings.**

**The Blight Elimination Account-non-interest bearing, records funds received from The Department of Treasury, to assist in stabilizing neighborhoods.**

**The 1% Sales Tax Account will be used to pay capital improvement claims.**



**The Landmark TIF Bond Account is used to hold funds to be used to pay debt service due on the bond.**

**The Lease Proceeds account is used to hold lease purchase financing funds.**

**State Bond Funds Accounts; Grant, Fire, Planetarium, Fewell Water Plant, Tougaloo Senior Center, Pete Brown Golf Course, Livingston, Lake Hico & Northgate Parks- these funds are to be used for capital improvements.**

**The City uses the services of a retail lockbox for 50,000 water customers monthly. Payment options for water customers are ach drafts, and online payments.**

**Online and counter electronic payment for services are being accepted by most departments providing services to citizens. Online and counter electronic payments will increase ach transactions in the revenue and water revenue accounts.**

<b>Service</b>	<b>BID FORM 2023-2024</b>		
	<b>Annual Volume</b>	<b>Bid Per Unit</b>	<b>Annual Cost</b>
<b>Checks Paid, Debit Items</b>	<b>7,030</b>	<b>.15</b>	<b>1,054.50</b>
<b>Items Deposited</b>	<b>44,935</b>	<b>.11</b>	<b>4,942.85</b>
<b>Number of Deposits</b>	<b>2,677</b>	<b>.60</b>	<b>1,606.20</b>
<b>ACH Received Credits</b>	<b>4,142</b>	<b>.24</b>	<b>994.08</b>
<b>ACH Received Debits</b>	<b>577</b>	<b>.24</b>	<b>138.48</b>
<b>Deposited Items Returned</b>	<b>245</b>	<b>1.00</b>	<b>245.00</b>
<b>Wire Transfers - outgoing</b>	<b>64</b>	<b>12.00</b>	<b>768.00</b>
<b>Wire Transfers - incoming</b>	<b>265</b>	<b>8.00</b>	<b>2,144.00</b>
<b>Wire Transfers Notification-email</b>	<b>67</b>	<b>.50</b>	<b>33.50</b>
<b>Security Processing, Safekeeping Fee</b>	<b>-</b>		
<b>Serial Deposit Ticket Orders Fee per 400</b>	<b>2,400</b>		<b>Fee set by Check Vendor</b>
<b>ACH Maintenance Fee</b>	<b>224</b>	<b>N/A</b>	<b>660.00</b>
<b>Lockbox Items Processed</b>	<b>101,808</b>	<b>.35</b>	<b>35,632.80</b>
<b>Lockbox Un-Matched/Non-Check</b>	<b>4,771</b>	<b>.50</b>	<b>2,385.50</b>

<b>Lockbox Maintenance Fee</b>	<b>12</b>	<b>180</b>	<b>2160</b>
<b>ACH Notice of Change Debit/Credit</b>	<b>111</b>	<b>1.75</b>	<b>194.25</b>
<b>ACH Filter Block</b>	<b>12</b>	<b>35.00</b>	<b>420.00</b>
<b>Online Banking Base Fee</b>	<b>12</b>	<b>55.00</b>	<b>660.00</b>
<b>Online Banking Additional Accounts</b>	<b>230</b>	<b>6.00</b>	<b>1,380.00</b>
<b>Online Banking Wire Transfer Fee</b>	<b>64</b>	<b>10.00</b>	<b>640.00</b>
<b>Online Banking Stop Payment Fee</b>	<b>30</b>	<b>5.00</b>	<b>150.00</b>
<b>Online Banking Security Fee</b>	<b>12</b>	<b>30.00</b>	<b>360.00</b>
<b>Tax Payment Service Fee</b>	<b>12</b>	<b>N/A</b>	
<b>Currency/Coin Deposited per \$100</b>	<b>5,814,123</b>	<b>.12</b>	<b>6,976.95</b> We don't offer CDs anymore.
<b>CD ROM Per Debit/ARP Partial Per Item</b>	<b>13,052</b>	<b>?</b>	
<b>CD ROM Maintenance Fee</b>	<b>12</b>	<b>?</b>	<b>N/A</b>
<b>CD ROM Additional Accounts</b>	<b>12</b>	<b>?</b>	<b>N/A</b>
<b>ARP Partial Fee/Additional Acct</b>	<b>24</b>	<b>?</b>	<b>N/A</b>
<b>ACH Return Items</b>	<b>684</b>	<b>3.00</b>	<b>2,052.00</b>
<b>EDI Translation Items/Fee</b>	<b>12</b>	<b>.02</b>	<b>0.24</b>
<b>Zero Balance Master/Sub Accounts</b>	<b>36</b>	<b>40/25 sub (2)</b>	<b>1,080.00</b>
<b>ACH Direct Send Debits/Credits &amp; Transmit</b>	<b>45,113</b>	<b>.15</b>	<b>6,766.95</b>
<b>ACH Direct Send Per File Transmit</b>	<b>251</b>	<b>15</b>	<b>3,765</b>
<b>Positive Pay Primary</b>	<b>24</b>	<b>80</b>	<b>1,920</b>
<b>Positive Pay Additional Account</b>	<b>12</b>	<b>30</b>	<b>360.00</b>
<b>Positive Pay Paid Exception Items</b>	<b>175</b>	<b>2.00</b>	<b>350.00</b>
<b>ACH Same Day</b>	<b>12</b>	<b>1.00</b>	<b>12.00</b>
<b>Secure Browser/token fee</b>	<b>108</b>	<b>N/A</b>	<b>0.00</b> We don't offer tokens anymore.
<b>BAI File Download, Reporting, and</b>		<b>35.00</b>	<b>3,360.00</b>

Previous Day

96

Assessment Fee Per \$1000

1,794,344 DAF

84,000.00

TOTAL ANNUAL COST \$167,212.30

Fees of up to \$59,452.05 will be offset with \$70,000,000 in balances. If the analysis fees were divided into 12 months, the analysis charges would run around \$15,441.39 per month and you would have excess balances of \$51,854,331.13 which Regions would pay you 3.00% interest on.

3.00% interest paid on \$51,854,331.13 in excess deposits would help you earn interest of \$132,122 per month.

INTEREST RATE BID N/A Fixed Variable 3.00

Regions is recommending Public Fund Net Interest-Bearing account to offset your monthly analysis fees with an ECR of 100 bps and an interest rate of 3.00% on excess deposits. Our Investment Sweep may also warrant consideration, as we offer a Morgan Stanley and Fidelity Money Market Funds, each of which are currently yielding approximately 4.34%-4.40%. Sweep Fact Sheets and are included in the proposal.

\*Evaluating of bids received and in calculating total bank charges annually, the City will apply the bank bid rate for interest to an average of \$90,000,000 in collected balances for city accounts.

#### NOTES TO BID FORM

- \* Include other bank fees not listed above on a separate sheet.
- \* Provide a brief summary of the bank's lockbox system to include location of lockbox processor, interface to city's system for downloading of payments received, and frequency of lockbox pickup from post office.
- \* Proposals shall include any one-time setup costs for establishment of City Accounts. One time set up costs are to be identified separately.
- \*Conversion costs will be considered by the city-evaluating depository proposals.

**PROPOSAL**

**ATTACHMENTS**

**CITY OF JACKSON, MISSISSIPPI**

Average Ledger Balance:	\$70,000,000.00	Total Fee Equivalent (P*V):	\$15,441.39
Less Average Float:	\$0.00	Balances Required for Services:	\$18,180,991.45
Average Collected Balance:	\$70,000,000.00	Balances Used for Services:	\$18,180,991.45
Positive Collected Balance:	\$70,000,000.00	Excess/(Deficit) Balances:	\$51,818,008.55
Less Average Reserve Requirement:	\$0.00	Estimated Monthly Fees Paid:	\$0.00
Average Net Collected Balance:	\$70,000,000.00	Estimated One Time Fees:	\$2,000.00
Competitor Fees:	\$0.00	Earnings Credit Allowance:	\$59,452.05
		Earnings Credit Rate:	1.000%
		Net Interest Earned:	\$132,031.98
		Net Interest Rate:	3.000%

Product Family	Product Group	Service Code	Service Description	Monthly Volume	Proposed Price	Monthly Charge Proposed Pricing
<b>Deposit Account Services</b>						
<b>Standard Monthly Charges:</b>						
	21		Monthly Account Maint Fee	19	\$10.00	\$190.00
<b>Deposit Administrative Fee:</b>						
	35		Deposit Administrative Fee	1	0.12%	\$7,000.00
<b>ACH / Electronic Items:</b>						
	100		Electronic Debits	48	\$0.24	\$11.52
	101		Electronic Credits	346	\$0.24	\$83.04
<b>Deposits / Credits:</b>						
	103		Deposits - Credits	234	\$0.60	\$140.40
<b>Check Clearing:</b>						
	148		Quick Deposit Items Other Fed	3,745	\$0.12	\$449.40
<b>Returned Items:</b>						
	31		Return Item	21	\$1.00	\$21.00
<b>General Account Services</b>						
<b>Checks Paid:</b>						
	102		Checks Paid - Debits	586	\$0.15	\$87.90
<b>Zero Balance Account:</b>						
	106		ZBA Transfer Credits	35	\$0.24	\$8.40
	107		ZBA Transfer Debits	35	\$0.24	\$8.40
	1511		ZBA Master Mo Maint per Account	1	\$35.00	\$35.00
	1512		ZBA Sub Mo Maint per Account	2	\$20.00	\$40.00
<b>Cash Services</b>						
<b>Branch Cash Deposits:</b>						
	556		Branch Deposit per \$100 Well Prepared	4,846	\$0.12	\$581.52
<b>Disbursement Services</b>						
<b>Positive Pay - Standard Services</b>						
	3427		Positive Pay Payee Verification per Item	586	\$0.03	\$17.58
	3439		Positive Pay Exceptions Reported	15	\$2.00	\$30.00
<b>Next Day Positive Pay:</b>						
	3421		Next Day Positive Pay per Item	586	\$0.08	\$46.88
<b>Positive Pay without Reconciliation:</b>						
	3422		Positive Pay w/o Recon Mo Maint	1	\$60.00	\$60.00
<b>Electronic Payments</b>						
<b>Wire Transfer:</b>						
	250		Wire Transfer Outgoing Standard	6	\$12.00	\$72.00
	251		Wire Transfer Incoming Standard	23	\$8.00	\$184.00
	265		Wire Transfer Notify Email	8	\$0.50	\$3.00
<b>ACH Standard Services:</b>						
	1133		ACH per Debit Transaction	426	\$0.15	\$63.90
	1134		ACH per Credit Transaction	3,333	\$0.15	\$499.95
	1191		ACH per Debit Transaction - Same Day	1	\$1.00	\$1.00
<b>ACH Returns Processing:</b>						
	1103		ACH per Return	57	\$3.00	\$171.00
	1104		ACH per Notification of Change	10	\$1.75	\$17.50
<b>ACH Alert:</b>						
	1183		ACH Alert Mo Maintenance	1	\$30.00	\$30.00
<b>ACH Direct Transmission:</b>						
	1107		ACH Direct Transmission Mo Maint per Account	2	\$30.00	\$60.00
	1109		ACH Direct per Transmission	21	\$15.00	\$315.00
<b>Information Reporting</b>						
<b>iTreasury Standard Services:</b>						
	1959		iTreasury Mo per User Fee	20	\$6.00	\$30.00
	1959		1959 Maximum Charge	20	\$30.00	\$30.00
	2207		iTreasury Information Reporting per Item	10,000	\$0.02	\$200.00
<b>iTreasury Previous Day Reporting:</b>						
	1911		iTreasury Previous Day Mo Maint	14	\$5.00	\$95.00
	1911		1911 Charge First 5	14	\$50.00	\$700.00
<b>iTreasury ACH Modules:</b>						
	1935		iTreasury ACH Module Fee	1	\$55.00	\$55.00
<b>iTreasury Positive Pay:</b>						
	1960		iTreasury Positive Pay Mo Maint	3	\$40.00	\$120.00
<b>iTreasury Stop Payment:</b>						
	1921		iTreasury Stop Payment Mo Maint per Account	14	\$1.00	\$24.00
	1921		1921 Charge First 5	14	\$15.00	\$210.00
<b>iTreasury Wire Transfer:</b>						
	1951		iTreasury Wire Transfer Mo Maint	1	\$55.00	\$55.00
	1952		iTreasury Wire per Outgoing Domestic	6	\$10.00	\$60.00
<b>BAI Direct Transmission:</b>						
	1076		TM Cloud BAI Monthly Maint PD	8	\$35.00	\$280.00
	1077		TM Cloud BAI Per Item	10,000	\$0.04	\$400.00
<b>Quick Deposit</b>						
	4121		Quick Deposit Mo Maint Fee per Workstation (Analyzed)	1	\$50.00	\$50.00
<b>Lockbox Services</b>						
<b>Retail Lockbox Standard Services:</b>						
	1400		Retail Lockbox Set Up Fee per Lockbox	1	\$2,000.00	\$2,000.00
	1401		Retail Lockbox Mo Maint per Lockbox	1	\$200.00	\$200.00
	1402		Retail Lockbox per Item per Lockbox	9,840	\$0.35	\$3,444.00
	1402		1402 Minimum Charge per Lockbox	9,840	\$2,000.00	\$19,776.00
	1404		Retail Lockbox No Payment Coupon With Check	400	\$0.50	\$200.00

## **WHOLESALE LOCKBOX SERVICE**

Regions offers a Wholesale Lockbox Service for companies who receive corporate payments and/or consumer payments without a scannable coupon. Regions' Lockbox Service is built upon the latest in check image-capture technology. This service enables us to expedite the collection of your checks received. It also provides flexibility in our reporting options, which enables you to properly account for the payments.

With Wholesale Lockbox, all payments made to your company are sent to a unique zip code and box number. Regions picks up your mail frequently during the day to assure quick processing. Checks are imaged and returned to your company with all enclosures. Currently, we offer lockbox services in Birmingham, Alabama; Atlanta, Georgia; St. Louis, Missouri; Dallas, Texas; Nashville, Tennessee; Orlando, Florida, Chicago, Illinois and Los Angeles, California. All sites are enabled with Remittance Image capabilities.

By using Wholesale Lockbox, you speed the deposit time of payments by reducing mail-float, putting money in your control faster. In addition, Regions creates a detailed Data Output Report, available via hard-copy or direct transmission, listing information available on the stub or invoice. This allows better audit control since the deposit function is separated from your billing and receivables function.

### **Key benefits**

- Accelerated funds availability arises from the elimination of several forms of collection delays ("float") that would otherwise be present in payment processing operations
- Saves labor associated with internal payment processing
- Reduces customer service inquiries related to late payments
- Optional data entry and file transmission allows for automated receivables posting
- Offers the option to receive same-day detailed receivable and deposit information
- Ability to receive payment data and images over the internet to support customer service inquiries to facilitate decisions regarding the shipment of additional goods to your customers
- Improves security of payment handling by separating invoicing and receiving
- Provides networking options and more efficient business recovery plans
- Provides an audit trail for easier research of payment inquiries

**Money Market Mutual Fund Sweep** is an automated investment sweep solution that allows idle checking account balances to earn interest by having the excess funds swept into a money market mutual fund. Balances that are swept into the money market mutual fund remain invested until the funds are needed in the checking account.

The sweep transfers funds automatically at the end of the day to either invest the excess checking account balances into the sweep account or to draw down from the sweep account to cover any disbursements made in the checking account.

<b>Money Market Mutual Fund Sweep</b>	
<b>Overview</b>	Excess checking account balances are automatically invested in a money market mutual fund. An off-balance sheet solution that invests in high quality, liquid, short-term debt securities
<b>Investment Options</b>	Fidelity Treasury Portfolio Morgan Stanley Government Portfolio
<b>Liquidity</b>	Daily
<b>Interest Eligible</b>	Yes
<b>Yield / Interest Rate</b>	Current Yield: 4.34 and 4.40% (the yield may change based on the fund's performance)
<b>Interest Accrual Method</b>	Daily (based on a 365 day year)
<b>Interest Paid Method</b>	Monthly
<b>How Is Yield / Interest Rate Calculated</b>	Interest rate is based on returns of underlying assets in the money market mutual fund
<b>Bank Fees</b>	\$80 Set up fee \$250 Monthly maintenance fee \$7 Sweep stmt fee
<b>Minimum Investment / Sweep Increment</b>	\$10,000
<b>FDIC Insurance</b>	N/A (off-balance sheet solution)
<b>Product highlights</b>	An automated, interest bearing investment solution that offers safety, diversification, and maximum liquidity

**Regions Bank agrees to waive all setup fees for treasury management services listed in this proposal if we are awarded the RFP for City of Jackson, Mississippi.**





Bernard Bridges  
3221 Old Canton Road  
Jackson, MS 39216  
601-208-6504  
BBridges@trustmark.com

3/21/2023

Felicia Young  
Finance Manager  
219 South President Street  
Jackson, MS 39201

***Re: City of Jackson Public Fund Accounts Bid***

Dear Ms. Young:

Trustmark National Bank ("Trustmark"), a national banking association operating in the State of Mississippi, is pleased to be considered for the opportunity to serve as a depository bank of public funds for the City of Jackson (the "City") demand deposit accounts (the "Accounts") tentatively beginning on 4/03/2023, and continuing for a period of approximately (2) years, ending on 12/31/2024 (the "Term").

Trustmark complies with the Mississippi statutory requirements for qualification as a public fund depository and is a guaranty pool member under sections 27-105-5 and 27-105-6 of the Mississippi Code of 1972 as amended. Trustmark will secure the City's funds on deposit by placing qualified securities with the State Treasurer as provided in section 27-105-5. A copy of Trustmark's certification as a designated State Depository is attached.

Trustmark agrees to serve as a depository bank and financial institution for the City subject to the terms of the Trustmark Deposit Account Agreement and as otherwise set forth herein.

The City's funds held in interest bearing demand deposit accounts at Trustmark will bear interest at the fixed rate of 3.30%, subject to Trustmark's monthly maintenance and activity fees included (the "Preferred Rate"). Interest will be calculated on the daily collected balance. Trustmark will charge without refunding or waiving any fees associated with any of the City's accounts (both interest bearing checking accounts and non-interest bearing checking accounts, where applicable), including, but not limited to regular DDA account service and maintenance fees, as well as any Cash Management Services provided to the City, including but not limited to Merchant Card Services, ACH Services, Online Banking, Fraud Services, Reconciliation Services, etc. Please see attached Miscellaneous Service Fees and Cash Management Pricing fee schedules.

*People you trust.*  
Advice that works.

The Preferred Rate will not be applied until receipt of a fully executed copy of this Letter Agreement. Once we receive your executed copy of this Letter Agreement, the Preferred rate will be applied within thirty (30) days of bid acceptance on existing accounts and within thirty (30) days of account opening on new accounts for the duration of the Term.

You agree to examine your account statement promptly each statement period. If you discover (or reasonably should have discovered) any error in the Preferred Rate you must promptly notify us in writing. You agree that the time you have to examine your statement and report to us any errors will not, in any circumstances, exceed thirty (30) days from the earlier of when the statement was first sent by us or made available to you. You agree that if you do not advise us of any errors within sixty (60) days after we first send or make that statement available, you cannot assert a claim against us on any error described in that statement and the loss will be entirely yours.

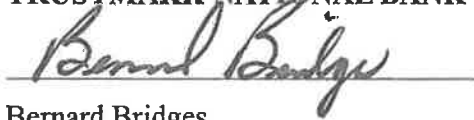
Trustmark also offers a variety of Public Fund Cash Management Services. Trustmark's Public Funds cash management products and services offer public funds customers an improved bottom line by accelerating cash inflows and controlling cash outflows. This coupled with options to make the best use of your funds provides an effective means of managing your financial requirements.

*The rates included in this letter are for funds derived from taxes or fees collected and on deposit in a public funds account only and excludes any bond proceeds, federal matching funds and/or other funds received from sources other than taxes or fees collected, including, but not limited to funds received through the American Rescue Plan Act or similar federal or charitable sources. Bond proceeds, federal matching funds, funds other than derived from taxes or fees collected, or any new funds may not be eligible for the preferred rate set forth in this letter and will be reviewed on a case-by-case basis.*

Please acknowledge your agreement to terms and conditions set forth herein.

Sincerely,

TRUSTMARK NATIONAL BANK



Bernard Bridges

Commercial Relationship Manager

AGREED AND ACKNOWLEDGED:

CITY OF JACKSON

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**BID FORM  
2023-2026**

<b>Service</b>	<b>Annual Volume</b>	<b>Bid Per Unit</b>	<b>Annual Cost</b>	<b>Notes</b>
Checks Paid, Debit Items	7,030	\$ 0.18	\$ 1,265.40	
Items Deposited*	44,935	\$ 0.12	\$ 5,392.20	*Estimate. On-us deposited
Number of Deposits	2,677	\$ 0.50	\$ 1,338.50	checks are .11 each and not on-
ACH Received Credits	4,142	\$ 0.18	\$ 745.56	us deposited checks are .13 each.
ACH Received Debits	577	\$ 0.18	\$ 103.86	
Deposited Items Returned	245	\$ 10.00	\$ 2,450.00	
Wire Transfers - outgoing	64	\$ 25.00	\$ 1,600.00	
Wire Transfers - incoming	265	\$ 15.00	\$ 3,975.00	
Wire Transfers Notification-email	67	\$ -	\$ -	
Security Processing, Safekeeping Fee	0	\$ -	\$ -	
Serial Deposit Ticket Orders Fee per 400	2,400	???	\$ -	*Price based on selection.
ACH Maintenance Fee	224	\$ -	\$ 300.00	
Lockbox Items Processed	101,808	\$ 0.25	\$ 25,452.00	
Lockbox Un-Matched/Non-Check	4,771	\$ 0.35	\$ 1,669.85	
Lockbox Maintenance Fee	12	\$ 150.00	\$ 1,800.00	
ACH Notice of Change Debit/Credit	111	\$ 1.50	\$ 166.50	
ACH Filter Block	12	\$ 35.00	\$ 420.00	
Online Banking Base Fee	12	\$ 40.00	\$ 480.00	
Online Banking Additional Accounts*	230	\$ -	\$ 840.00	*Based on 19 total accounts.
Online Banking Wire Transfer Fee	64	\$ -	\$ 120.00	
Online Banking Stop Payment Fee	30	\$ 36.00	\$ 1,080.00	
Online Banking Security Fee	12	\$ -	\$ -	
Tax Payment Service Fee	12	???	\$ -	*No set monthly fee. System
Currency/Coin Deposited per \$100	5,814,123	\$ 0.15	\$ 8,721.18	Access: Phone or Online: \$1.00.
CD ROM Per Debit/ARP Partial Per Item	13,052	\$ 0.03	\$ 391.56	Federal or State Tax Payment
CD ROM Maintenance Fee	12	\$ 35.00	\$ 420.00	Telephone: \$3.50, Federal or
CD ROM Additional Accounts	12	\$ 35.00	\$ 420.00	State Tax Payment Online: \$3.00,
ARP Partial Fee/Additional Acct	24	\$ -	\$ -	Payment Receipt: Mail or Fax:
ACH Return Items	684	\$ 6.00	\$ 4,104.00	\$1.50, Monthly Recaps
EDI Translation Items/Fee	12	\$ 50.00	\$ 600.00	(optional): \$15.00, Quarterly
Zero Balance Master/Sub Accounts	36	\$ 25.00	\$ 900.00	Recaps (optional): \$ 15.00, Tax
ACH Direct Send Debits/Credits & Transmit	45,113	\$ 0.13	\$ 5,864.69	Payment Reversed by Bann:
ACH Direct Send Per File Transmit	251	\$ -	\$ -	\$20.00
Positive Pay Primary	24	\$ 55.00	\$ 1,320.00	
Positive Pay Additional Account	12	\$ 65.00	\$ 780.00	
Positive Pay Paid Exception Items	175	\$ 0.06	\$ 10.50	
ACH Same Day	12	\$ -	\$ -	
Secure Browser/token fee	108	\$ -	NA	
BAI File Download, Reporting, and Previous Day	96	\$ -	NA	
Assessment Fee Per \$1000	1,794,344	\$ -	\$ -	
<b>TOTAL ANNUAL COST</b>			<b>\$ 72,730.80</b>	*Rough estimate - may vary.

Trustmark National Bank has a state of the art lockbox system for its corporate and municipal customers. Our Lockbox PO Boxes are located in the main Post Office in downtown Jackson. We check the boxes twice each morning. Our Lockbox technology can be formatted to provide the City of Jackson with a variety of files which can effectively be downloaded into the City's ERP System. This capability can make the city's payment posting and image collection seamless. In addition to the file capabilities, city personnel will be able to view lockbox data directly through Trustmark's Lockbox Image Portal which is accessed through the Online Banking System.

INTEREST RATE BID 3.30% Fixed Variable NA

\*Evaluating of bids received and in calculating total bank charges annually, the City will apply the bank bid rate for interest to an average of \$90,000,000 in collected balances for city accounts.



Effective as of 3/21/2023

### Miscellaneous Service Fees

Product/Service	Pricing	Charge
Maintenance Fee	\$10.00 per month	Yes
Stop Payments	\$36.00	Yes
Wire Transfers - Outgoing	\$25.00	Yes
International Wires - Outgoing	\$50.00	Yes
Wire Transfers - Incoming	\$15.00	Yes
Bank Deposit Bags		
• Zipper	\$3.00	Yes
• Small Locking	\$40.00	
• Large Locking	\$50.00	
Deposit Slips	Based on Selection	Yes
Checks	Based on Selection	Yes
Deposit Items Returned	\$10.00	Yes
Redeposited Items Returned	\$13.00	Yes
Research/Statement Reproduction	\$7.50 per 15 Minutes (min. \$7.50), plus per item fees.	Yes
Checks Paid and Debit Items	\$0.25	Yes
Items Deposited On-Ups	\$0.15	Yes
Electronic Credits	\$0.15	Yes
Number of Deposits	\$0.15	Yes
Coin Rolls Purchased (Per Roll)	\$0.10	Yes
Currency Straps Purchased (Per Strap)	\$1.00	Yes
Currency/Coin Deposited per \$100	\$0.15	Yes
Overdraft & NSF Charges		
• OD Uncollected Funds Charge: Overdrawn or uncollected balance discount rate on 90-day commercial paper as established by the Federal Reserve Banks of the Federal Reserve Districts of which the state is a part plus 5% or 10%, whichever is greater.	\$36.00	Yes
Address Unknown Processing Fee	\$5.00	Yes
Official Checks	\$8.00	Yes

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Effective as of 3/21/2023

## Cash Management Pricing

Product/Service	Pricing	Charge
Online Banking – Corporate Advantage	\$40.00 per month up to 5 accounts, \$5.00 for each additional account	Yes
Remote Deposit Capture (Optional Service)	\$50.00 per month, \$0.06 per item (Scanner cost not included)	Yes
ACH Origination (Optional Service)	\$25.00 per month, \$0.13 per transaction	Yes
ACH Alert (Optional Service)	\$35.00 for first account, \$15.00 for each additional account	Yes
Positive Pay (Optional Service)	\$75.00 per account, \$0.06 per item	Yes
Reconciliation (Optional Service)	\$50.00 minimum monthly fee per account. 1,000 Transactions Per Item included. \$0.05 Per Item Fee after 1,000 Transactions.	Yes
PayCard Services (Optional Service)	\$100.00 set-up fee per employer. Cards mailed to the employee through Admin Portal free of charge. \$3.00 + postage per card. Instant Issue Card Fee (minimum order of 10 cards required for implementation.)	Yes
Additional Cash Management Services available upon request	Trustmark Standard Rate	Yes

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Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, Trustmark National Bank is hereby appointed a

**STATE DEPOSITORY**

for a term of one year ending the **thirtieth (30<sup>th</sup>)** day of **November, 2023**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first day of December, 2022**.

A handwritten signature in cursive script, reading "David McRae", is written over a horizontal line.

**David McRae**  
**Treasurer of the State of Mississippi**



**Qualified State Depositories  
As of December 1, 2021**

**In-State Banks (63)**

Bank of Anguilla	Anguilla, MS	First State Bank	Waynesboro, MS
Bank of Brookhaven	Brookhaven, MS	FNB Oxford Bank	Oxford, MS
Bank of Commerce	Greenwood, MS	Genesis Bank	Benoit, MS
Bank of Forest	Forest, MS	Great Southern Bank	Meridian, MS
Bank of Franklin	Meadville, MS	Guaranty Bank and Trust Company	Belzoni, MS
Bank of Holly Springs	Holly Springs, MS	Hancock Whitney Bank	Gulfport, MS
Bank of Kilmichael	Kilmichael, MS	Holmes County Bank & Trust Company	Lexington, MS
Bank of Morton	Morton, MS	Magnolia State Bank	Bay Springs, MS
Bank of Okolona	Okolona, MS	Mechanics Bank	Water Valley, MS
Bank of Wiggins	Wiggins, MS	Merchants & Marine Bank	Pascagoula, MS
Bank of Winona	Winona, MS	Merchants and Planters Bank	Raymond, MS
Bank of Yazoo City	Yazoo City, MS	OmniBank	Bay Springs, MS
BankFirst Financial Services	Columbus, MS	Oxford University Bank	Oxford, MS
BankPlus	Ridgeland, MS	Peoples Bank	Mendenhall, MS
BNA Bank	New Albany, MS	Pike National Bank	McComb, MS
Cadence Bank	Tupelo, MS	Planters Bank & Trust Company	Indianola, MS
Century Bank	Lucedale, MS	PriorityOne Bank*	Magee, MS
Citizens Bank	Columbia, MS	Renasant Bank*	Tupelo, MS
Citizens Bank & Trust Co.	Marks, MS	Richton Bank & Trust Company	Richton, MS
Cleveland State Bank	Cleveland, MS	RiverHills Bank	Vicksburg, MS
Commerce Bank	Corinth, MS	Sycamore Bank	Senatobia, MS
Community Bank of Mississippi	Forest, MS	The Citizens Bank of Philadelphia	Philadelphia, MS
Copiah Bank, National Association	Hazlehurst, MS	The Citizens National Bank of Meridian	Meridian, MS
Covington County Bank	Collins, MS	The Commercial Bank	Dekalb, MS
Farmers and Merchants Bank	Baldwyn, MS	The First, A National Banking Association	Hattiesburg, MS
First American National Bank	Iuka, MS	The Jefferson Bank	Greenville, MS
First Bank	McComb, MS	The Peoples Bank	Ripley, MS
First Choice Bank	Pontotoc, MS	The Peoples Bank, Biloxi	Biloxi, MS
First Commercial Bank	Jackson, MS	Trustmark National Bank	Jackson, MS
First National Bank of Clarksdale	Clarksdale, MS	United Mississippi Bank	Natchez, MS
First National Bank of Picayune	Picayune, MS	Unity Bank	Holly Spring, MS
First Security Bank	Batesville, MS		
First Southern Bank	Columbia, MS		



**Qualified State Depositories  
As of December 1, 2021**

**Out-of-State Banks (16)**

Bank of Vernon  
CB&S Bank  
Community Spirit Bank  
Concordia Bank & Trust Company  
Delta Bank\*  
First Financial Bank  
First Horizon Bank  
Home Bank  
JP Morgan Chase Bank  
Liberty Bank and Trust Company  
Origin Bank  
Paragon Bank  
Regions Bank  
Southern Bancorp Bank  
Wells Fargo Bank, N.A.

Vernon, AL  
Russellville, AL  
Red Bay, AL  
Vidalia, LA  
Vidalia, LA  
El Dorado, AR  
Memphis, TN  
Lafayette, LA  
Columbus, OH  
New Orleans, LA  
Choudrant, LA  
Memphis, TN  
Birmingham, AL  
Arkadelphia, AR  
Sioux Falls, SD

**Savings & Loan Institutions (3)**

First Federal Savings and Loan Association\*  
First Federal Savings and Loan Association  
Grand Bank for Savings, FSB\*

Aberdeen, MS  
Pascagoula, MS  
Hattiesburg, MS

\*Up to \$250,000 at the request of the institution.





14



OFFICE OF THE CITY ATTORNEY  
11/29/23  
ACM

**ORDER AUTHORIZING THE MAYOR TO TERMINATE AN AMENDMENT TO THE SERVICE AGREEMENT WITH LOOMIS, FARGO & CO. ("LOOMIS") AT WATER SEWER BUSINESS ADMINISTRATION.**

**WHEREAS**, on November 17, 2015, the Jackson City Council authorized the Mayor to execute an amendment to the Service Agreement with Loomis, Fargo & Co. ("LOOMIS") to add pick up location for Water Sewer Business Administration at 1301 Metrocenter Mall; and

**WHEREAS**, the Water Sewer Business Administration (Department of Public Works) was added to the Service Agreement for pick up, receive from, and/or deliver to the City, or any designated agent, securely sealed or locked shipments which contained any or all currency, coin, securities, or other valuables; and

**WHEREAS**, LOOMIS provided said services at a base cost of \$1,423.32 per month, subject to rate adjustments as stated in the terms and conditions, plus additional fees for insurance and fuel, subject to month-to-month automatic renewal, unless the agreement is terminated by the giving of a thirty (30) day notice by either party; and

**WHEREAS**, the Service Agreement is subject to month-to-month automatic renewal unless the agreement is terminated by the giving of a thirty (30) day notice; and

**WHEREAS**, it is advisable for the City of Jackson to terminate the Amendment to the Service Agreement before December 31, 2023.

**IT IS THEREFORE ORDERED** that the Mayor is authorized to terminate the Amendment to the Service Agreement with Loomis, Fargo & Co. ("LOOMIS"), for pick up, receive from, and/or delivery to the City, or any designated agent, for Water Sewer Business Administration.

**IT IS FURTHERED ORDERED** that the Department of Public Works is authorized to pay any invoices that will be incurred prior to the termination of the Service Agreement.

Agenda Item # 1.4  
November 7, 2023  
(Malembeka, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**DATE: October 19, 2023**

<b>P O I N T S</b>		<b>C O M M E N T S</b>								
1.	<b>Brief Description/Purpose</b>	Order Authorizing the Mayor to Terminate Service Agreement with Loomis								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes In City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in City Government								
3.	<b>Who will be affected</b>	N/A								
4.	<b>Benefits</b>	Cancel service contract agreement								
5.	<b>Schedule (beginning date)</b>	N/A								
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	N/A								
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration								
8.	<b>COST</b>	N/A								
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A								
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___x___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___x___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___x___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___x___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___x___



## MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba

**FROM:** Sharon Thames, Deputy Director  
Department of Administration

**DATE:** October 19, 2023

**RE:** Order Authorizing service cancellation with Loomis

---

This order is to authorize the cancellation of pick-up and delivery service with Loomis to Water Sewer Business Administration (Department of Public Works). Service is automatically renewed on a month-to-month basis unless it is cancelled by either party with a thirty (30) day written notice of cancellation.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO  
THE SERVICE AGREEMENT WITH LOOMIS, FARGO & CO. ("LOOMIS").**

**WHEREAS**, it is advisable for the City of Jackson, Mississippi ("City") to amend its agreement with Loomis, Fargo & Co. ("LOOMIS") to add armored car services for the City's Water Sewer Business Administration (Department of Public Works) to pick up, receive from, and/or deliver to the City, or any designated agent, securely sealed or locked shipments which may contain any or all of the following: currency, coin, securities, or other valuables; and

**WHEREAS**, LOOMIS will provide said services at a base cost of \$1,423.32 per month plus additional fees for insurance and fuel, subject to month-to-month automatic renewal, unless the agreement is terminated by the giving of a thirty (30) day notice.

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, NOVEMBER 17, 2015 6:00 P.M.**

206

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an amendment to the City's Service Agreement with Loomis, Fargo & Co. ("LOOMIS") to add armored car services for Water Sewer Business Administration of the Department of Public Works for pick up, receive from, and/or deliver to the City, or any designated agent, securely sealed or locked shipments which may contain any or all of the following: currency, coin, securities, or other valuables, said amendment shall commence upon execution of the amendment by both parties.

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

Yeas- Foote, Hendrix, Priester, Stamps and Stokes.

Nays- None.

Absent- Barrett-Simon and Tillman.

\*\*\*\*\*



Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO TERMINATE AN AMENDMENT TO THE SERVICE AGREEMENT WITH LOOMIS. FARGO & CO. ("LOOMIS") AT THE WATER SEWER BUSINESS ADMINISTRATION** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin**, *City Attorney*

**Sondra Moncure**, *Deputy City Attorney* 

  
Date

15



FILED IN THE CITY CLERK'S OFFICE  
11/12/2023  
AUM

**ORDER AUTHORIZING THE MAYOR TO ENTER INTO THE PROFESSIONAL SERVICES MASTER AGREEMENT, END-USER LICENSE AGREEMENT, AND TERMS OF SERVICE AGREEMENT WITH SQUARE9 SOFTWARES, INC. TO SUPPORT THE DEPARTMENT OF THE MUNICIPAL CLERK.**

**WHEREAS**, the City of Jackson, Mississippi, is required to preserve, store, and maintain essential public records pertaining to the business of the municipality and upon request, provide public records to the public pursuant to the Mississippi Public Records Act of 1983; and

**WHEREAS**, Square9 Softworks takes the paper out of work and makes it easier to get things done with digital workflows that automate many aspects of your work today. Square9 Softworks makes it easy by extracting information from scans or PDFs, storing documents in a searchable archive, and building digital twins of your current processes through graphical workflows; and

**WHEREAS**, this software will increase efficiency in the review, storage, collaboration, classification, revision, and accessibility of records for the city of Jackson; and

**WHEREAS**, on September 12, 2023, the governing authorities for the city authorized the procurement and implementation of Square9 Softworks software for the Department of the Municipal Clerk at a cost not to exceed Six Thousand Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$6,583.33); and

**WHEREAS**, as a condition of utilizing the Square9 Softworks software, the City of Jackson must enter into a Professional Services Master Agreement, End-User License Agreement, and Terms of Service Agreement with Square9 Softworks, Inc.; and

**WHEREAS**, a copy of each proposed agreement is attached to this Order and made a part of these minutes.

**IT IS, THEREFORE, ORDERED** that the Mayor has the authority to enter into and execute the Professional Services Master Agreement, End-User License Agreement, and Terms of Service Agreement with Square9 Softworks, Inc. to support the Department of Municipal Clerk.

Agenda Item: 15  
Date: November 7, 2023  
By: A. Harris, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**October 26, 2023**

**DATE**

POINTS		COMMENTS																																													
1.	<b>Brief Description/Purpose</b>	This item provides for the Mayor to enter into an agreement for the implementation of software the Department of Municipal Clerk that was approved by City Council on 9-12-23 for procurement.																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item allows for the Department of Municipal Clerk to retain electronic records for storage and accessibility.																																													
3.	<b>Who will be affected</b>	Department of Municipal Clerk																																													
4.	<b>Benefits</b>																																														
5.	<b>Schedule (beginning date)</b>	Upon approval																																													
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no)</b> (area)  ▪ <b>Project limits if applicable</b>	City Hall																																													
<input type="checkbox"/> <input type="checkbox"/> 7.	<b>Action implemented by:</b> ▪ <b>City Department</b>  ▪ <b>Consultant</b>	Department of Municipal Clerk																																													
8.	<b>COST</b>	Already paid																																													
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> ▪ <b>Bond</b> ▪ <b>Other</b>	N/A																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>  X  </u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>  X  </u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>  X  </u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>  X  </u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td><u>  X  </u></td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>  X  </u>	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>  X  </u>	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>  X  </u>	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>  X  </u>	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	<u>  X  </u>
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# M E M O R A N D U M

Department of Municipal Clerk  
(601) 960-1035

**TO:** Honorable Chokwe Antar Lumumba, Mayor  
Members of the Jackson City Council

**FROM:** Angela Harris, Municipal Clerk

**DATE:** October 26, 2023

**RE:** **Agreement for Implementation of Software Upgrade**

---

Attached is an order authorizing the Mayor to enter into an agreement for the implementation of new software to upgrade the current Square9 software that is used to store City records. The City Council approved the procurement of said software on September 12, 2023.

Please feel free to contact me at (601) 960-1137 with any additional questions.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO THE PROFESSIONAL SERVICES MASTER AGREEMENT, END-USER LICENSE AGREEMENT, AND TERMS OF SERVICE AGREEMENT WITH SQUARE9 SOFTWARES, INC. TO SUPPORT THE DEPARTMENT OF MUNICIPAL CLERK** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Catoria Martin, City Attorney**

**Sondra Moncure, Deputy City Attorney**   
\_\_\_\_\_

  
\_\_\_\_\_  
**Date**

OFFICE OF THE CITY ATTORNEY  
11/1/23  
A.M.



## Professional Services Master Agreement

THIS IS AN AGREEMENT for the term of one year with automatic yearly renewals effective as of the acceptance date of the initial statement of work ("Effective Date") between the customer ("customer") and Square-9 Softworks ("Square 9") (each a "Party" and collectively the "Parties"). Square 9 agrees to provide services to the customer for advanced capture, document management and education services as described within the Statement of Work.

THE CUSTOMER AND SQUARE 9 FURTHER AGREE AS FOLLOWS:

### 1. Basic Agreement

Square 9 shall provide, or cause to be provided, document management, capture automation and/or educational services. Each project performed by Square 9 will be described in a Quote and a separate Statement of Work that will be attached and become a part of this agreement (the "Agreement"). The customer shall pay Square 9 for such Services as set forth in this Agreement.

### 2. Order Placement

All orders shall be placed on Customer's purchase orders referencing this Agreement. Should there be any language in said purchase orders which negates, qualifies, contradicts or limits the terms and conditions of this Agreement, then said language shall be deemed to be without force and effect and the terms and conditions for this Agreement shall take precedence. All purchase orders are subject to written acceptance by Square 9.

### 3. Project Scheduling.

All project based orders which include Professional Services or Education will be scheduled based on a first come, first serve basis. Project purchase orders must include all product(s) to be installed or configured, all applicable support and the total number of Professional Service days.

### 4. Pricing and Payment Policies

Projects may be invoiced based on a fixed price basis or time & materials basis depending on the method indicated on the accompanying Statement of Work.

With Fixed price projects, a deposit of 25% is required upon initiation of the Statement of Work with payments of 50% upon delivery of the software and the final 25% due upon completion of the User Acceptance Testing (UAT).

With Time & Material based projects, product invoices terms are NET ~~30-45~~ with Professional Services billed monthly based on consumption. Terms for service invoices are Due Upon Receipt.

With Educational Services all services are fixed price and payment must be received 5 business days prior to the commencement of any onsite or offsite classes.





## 5. Mediation

In regard to any dispute or claim arising out of or relating to this Professional Services Master Agreement, the parties agree that before either party shall pursue any legal action against the other, they will submit the dispute or claim to mediation. The non-binding mediation shall be requested by one party sending written notice by certified mail or nationally recognized overnight courier to the other party. The parties shall then select a mediator from the Mississippi Bar Association's panel of mediators. If the parties are unable to agree on a mediator, then a judge in a court of competent jurisdiction for that particular type of dispute (Circuit or Chancery) in Hinds County shall appoint a mediator from the Mississippi Bar Association's panel of mediators. The mediation shall take place within thirty (30) days after a mediator is selected or appointed, at a place designated by the mediator. Each party shall pay a proportionate share of the fees associated with the mediation including the fees of the mediator. If one party refuses to mediate when requested to do so, or fails to respond to a written request for mediation within ten (10) days of the date of the request, then the other party may consider this mediation provision waived, and proceed with the filing of a lawsuit.

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## 6. Termination

Each Party shall have the right to terminate this Agreement upon reasonable cause by giving fifteen (15) business days written notice of such cause to the other Party. Upon receiving notice of termination, Square 9 shall discontinue the work on that date to the extent specified in the notice and place no further orders for sub services except as needed to continue any portion of the work that was not terminated. Square 9 shall also make reasonable efforts to cancel, upon terms satisfactory to the customer, all orders or subcontracts related to the terminated work. Customer will be liable for all reasonable costs, charged in accordance with this Agreement, the applicable Statement of Work and Purchase Order that were actually incurred up to and including the point of termination.

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## 7. Cancellation of scheduled engagements

Cancellations for scheduled Professional Service project dates must be made with a minimum of 5 business days' notice. Lost time to the assigned technician due to insufficient notice will be invoiced at 25% the prevailing per diem rate and client will be subject to any applicable travel expenses. In the event that the customer for any reason cancels the Project Services work once S9S has commenced work the customer will be liable for all costs incurred up to and including the point of cancellation.

## 8. Limitation of Liability

THE SERVICES ARE PROVIDED "AS IS." EXCEPT WHERE DISALLOWED BY APPLICABLE STATUTE, ORDINANCE, LEGISLATURE OR LEGAL PRECEDENT, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ARE HEREBY EXCLUDED AND DISCLAIMED. IN NO EVENT WILL SQUARE 9 BE LIABLE FOR LOST REVENUE, PROFITS, BUSINESS OR DATA, OR FOR ANY COSTS OF COVER, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SQUARE 9 HAS BEEN ADVISED OF THE



POSSIBILITY OF SUCH DAMAGES. SQUARE 9'S TOTAL LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO SQUARE 9 BY CUSTOMER PURSUANT TO THE APPLICABLE ORDER FORM FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM OVER THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO SUCH CLAIM. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT ANY COMMON LAW WARRANTY, WARRANTY OF MERCHANTABILITY, NOT ANY WARRANTY DISCLAIMED IN THIS SECTION PURSUANT TO THE MS CONSTITUTION ART. 4 SECTION 100 AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.

This section shall survive the termination of the Agreement for any reason.

## **9. Confidentiality**

The Parties acknowledge that in the course of this Agreement they will have access to, and/or will be in possession of confidential information of the other. "Confidential Information" shall mean information expressly identified by that party as confidential, including information relating to its past, present or future research, development or business affairs; future project purchases; and any proprietary products, materials, or methodologies.

To the extent permitted by law each Party shall hold in confidence, in the same manner it holds its own confidential information of like and kind, all Confidential Information of the other to which it may have access hereunder. To the extent permitted by law, access to Confidential Information shall be restricted to those of the Party's personnel with a need to know and engaged in a permitted use. To the extent permitted by law, each Party's reports and work papers marked confidential shall neither be exhibited nor distributed in any way to parties external to the other Party.

The foregoing shall not prohibit or limit either Party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, (iv) which is, or becomes, publicly available through no breach of this Agreement, or (v) as may be required by law under the Connecticut Freedom of Information Act, similar state law requirements, or otherwise.

In the event that either Party is (i) requested to provide or disclose any Confidential Information claiming the applicability of the Connecticut Freedom of Information Act or similar state law requirements, or (ii) requested or required, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, to disclose any Confidential Information, it is agreed that the receiving Party shall give prompt notice of the service of process or other documentation that underlies such requirements and use its best efforts to assist the disclosing Party if the disclosing Party wishes to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. The disclosing Party reserves the right to obtain a protective order or otherwise protect the confidentiality of its Confidential Information.

This section shall survive the termination of the Agreement for any reason.



## 10. Non Solicitation

During the Term of this agreement and for one (1) year following nonrenewal or termination, neither party will, directly or indirectly solicit or recruit any employee of the other party to be an employee or independent contractor of such party. Any violation of this provision shall result in the breaching party promptly paying to the other party one (1) year's salary of the affected employee plus the recruitment costs of replacing such employee.

## 11. Intellectual Property

Square 9 shall retain ownership of its Intellectual Property and in no case shall the delivery of services under this agreement be subject to work for hire or other ownership by Customer. To the extent that Square 9 Intellectual Property are incorporated in the delivery of services under this agreement, Square 9 grants to Customer a royalty-free, irrevocable, worldwide, non-exclusive, perpetual right to use works of such Square 9 Intellectual Property in accordance with the purpose of this agreement.

## 12. Miscellaneous

**Force Majeure** – Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to; acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communication or utility failures, or casualties.

**Relationship of Parties** – The parties are independent contractors under this Agreement and no other relationship is intended, including a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or other special relationship. Neither party shall act in a manner which expresses or implies a relationship other than that of independent contractor and neither party shall bind the other party.

**No Third Party Beneficiaries** – Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Reseller and Square 9 any rights, remedies or other benefits under or by reason of this Agreement.

**Cumulative Remedies** – Unless otherwise specified herein, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any and all other rights and remedies available to either party.

**Notices** – Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by a reputable overnight mail service (e.g., Federal Express), by first class mail (certified or registered) or by email with confirmation of receipt, to the Project Manager of the other party. Notices will be deemed effective (i) three (3) working days after deposit, postage prepaid, if mailed, or (ii) the next day if sent by overnight mail or email with confirmation of receipt.



**Assignment** – Customer shall not assign its rights or delegate its obligations to any party without first obtaining the written consent of Square 9. For purposes of this Section, a fifty percent (50%) change in control of Reseller shall constitute an assignment. Square 9 may assign its rights or delegate its obligations hereunder, either in whole or in part, without any prior consent of Reseller. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns.

**Waiver and Modification** – Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amended or other modification of any provision of this Agreement will be effective only if in writing and signed by the parties.

**Severability** – If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible by law so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

**Controlling Law and Jurisdiction** – The Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Mississippi.

**Headings** – Headings used in this Agreement are for ease of reference only and shall not be used to interpret any aspect of this Agreement.

**Entire Agreement** – This Agreement, including all exhibits that are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

**Counterparts** – This Agreement may be executed in two counterparts, each of that shall be an original and together which shall constitute one and the same instrument.

<b>Client</b>	<b>Square 9 Softworks Inc.</b>
_____	_____
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____



Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Square 9 Softworks, Inc.**

Square 9, GlobalSearch, GlobalAction, GlobalForms and GlobalCapture are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All products are licensed, not sold.

This End User License Agreement ("EULA") is a legal agreement by and between you (either an individual or a single entity) (herein referred to as "Licensee") and Square 9 Softworks, Inc., a Connecticut registered corporation with its principal place of business in New Haven, Connecticut and its suppliers (herein referred to as "Licensor") with regard to the copyrighted software products listed above (herein referred to as the "Software") provided with this EULA. The Software includes computer software, the associated media, any printed materials, and any online or electronic documentation accompanying the Software. Use of the Software provided to you by Licensor in whatever form or media, will constitute your acceptance of the terms of this EULA. If Licensee does not agree with the terms of this EULA, do not download, install, copy or use the Software. By installing, copying or otherwise using the Software, Licensee agrees to be bound by the terms of this EULA.

**MODIFICATION OF THESE TERMS**

Licensor reserves the right, at its sole discretion, to change or otherwise modify this EULA at any time and in any manner without notice to Licensee.

PLEASE CHECK THE SITE AND THIS EULA FROM TIME TO TIME FOR ANY CHANGES OR AMENDMENTS. LICENSEE SHALL BE DEEMED TO HAVE ACCEPTED SUCH CHANGES BY CONTINUING TO USE THE SOFTWARE AFTER SUCH CHANGES HAVE BEEN POSTED.

- 1. LICENSE GRANT.** Upon payment in full of all applicable license fees, including all recurring subscription fees, Licensor hereby grants to Licensee a personal, non-transferable and non-exclusive right to use the Software provided with this EULA. Licensee agrees and acknowledges that any Software provided pursuant to a recurring license fee shall be used solely in conjunction with the accompanying software device, method, scheme or other security measure provided by Licensor which prevents unauthorized access to and use of the Software. Licensee agrees that it will not copy the Software except as necessary to use it on a single computer. Licensee agrees that it will not copy the written materials accompanying the Software and it will not modify, translate, rent, copy, transfer or assign all or part of the Software, or any rights granted hereunder, to any other person or entity; nor shall it remove any proprietary notice, label or mark from the Software. Licensee hereby agrees it will not create derivative software products based on the Software. Licensor reserves the right to terminate or suspend the license granted herein upon Licensee's failure to make payment of any fee within 60 days of the payment due date. Reinstatement of any license subject to suspension or termination for non-payment is subject to a TWO HUNDRED AND FIFTY DOLLAR (\$250.00) fee.
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- 3. DEMONSTRATION SOFTWARE.** In the event that Licensee has received the Software free of charge as a DEMO-Version, Licensee may use of the Software for demonstration and test purposes only.



Any other or further use of the Software, including but not limited to use for production purposes or use within Licensee's normal course of business is strictly prohibited and is a breach of this EULA.

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6. **REVERSE ENGINEERING.** Licensee hereby agrees that it will not attempt, and will use its best efforts to prevent its employees, agents, and contractors from attempting to reverse compile, modify, translate or disassemble the Software in whole or in part. Any such attempt will result in the automatic termination of this EULA and the reversion of the rights granted hereunder to Licensor.
7. **COPYRIGHT.** Licensee hereby acknowledges that at all times, Licensor retains title to the intellectual property in the Software and that this EULA is not meant to and does not transfer title to the intellectual property in the Software to Licensee; nor does it transfer title to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Software or the accompanying printed materials, and any copies thereof. Further, Licensee hereby acknowledges that title and full ownership rights to the Software remain the exclusive property of Licensor. Licensee acknowledges that all copies of the Software contain the same proprietary notices as contained in or on the Software. The Software and related materials are protected by copyright laws of the United States of America and international treaty provisions.
8. **EXPORT CONTROL.** Licensee agrees to comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities, and not to export or re-export the Software in violation of any such restrictions, laws or regulations, or without all necessary approvals.
9. **U.S. GOVERNMENT END USERS.** With respect to all acquisitions of the Software by or for the Federal government or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the Federal government; by accepting delivery of the Software, the government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of the acquisition regulation(s) applicable to the procurement. The terms and conditions of this Agreement shall pertain to the government's use and disclosure of the Software and shall supersede any conflicting contractual terms or conditions. If this Agreement fails to meet the government's needs or is inconsistent in any respect with Federal law, the government agrees to return the Software, unused, to Licensor. With respect to acquisitions governed by DFARS Subpart 227.4 (October 1988): "Restricted Rights-Use, duplication, and disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (Oct. 1988)."
10. **LICENSEE OUTSIDE THE U.S.** If Licensee is located outside the U.S., then: (i) Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattaché, soient rédigés en langue anglaise. (Translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language.") and (ii) Licensee is responsible for complying with any local laws in its jurisdiction which might impact its right to import, export or use the Software, and Licensee represents that it has complied with any regulations or registration procedures required by applicable law to make this license enforceable.

11. **DISCLAIMER OF WARRANTY.** EXCEPT WHERE DISALLOWED BY APPLICABLE STATUTE, ORDINANCE, LEGISLATURE OR LEGAL PRECEDENT, THE SOFTWARE (INCLUDING WITHOUT LIMITATION THE RELATED DOCUMENTATION) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSOR AND ITS RESELLERS MAKE NO EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH LICENSEE. LICENSOR AND ITS RESELLERS DISCLAIM ANY WARRANTY THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. LICENSOR AND ITS RESELLERS ARE NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE SOFTWARE. THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT ANY COMMON LAW WARRANTY, WARRANTY OF MERCHANTABILITY, NOT ANY WARRANTY DISCLAIMED IN THIS SECTION PURSUANT TO THE MS CONSTITUTION ART. 4 SECTION 100 AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.
12. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE STATUTE, ORDINANCE, LEGISLATURE OR LEGAL PRECEDENT, IN NO EVENT WILL LICENSOR OR ITS RESELLERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, LICENSOR'S AND ITS RESELLERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES LICENSEE PAID FOR THIS LICENSE (IF ANY), WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF LICENSOR TO THE EXTENT APPLICABLE LAW PROHIBITS THE LIMITATION OF DAMAGES IN SUCH CASES. THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT DAMAGES OF ANY TYPE AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM JACKSON LIMITED BY THIS CLAUSE.
13. ~~INTENTIONALLY DELETED~~
14. **MISCELLANEOUS:**
- Entire Agreement:** This EULA constitutes the entire agreement between Licensor and Licensee concerning the use by Licensee of the Software.
  - Privacy:** Square 9 is fully committed to the privacy of our customers. To obtain a copy of our privacy policy, please visit our website at [www.square-9.com/privacy](http://www.square-9.com/privacy).
  - Governing Law:** This EULA is a Mississippi contract and shall be governed by the laws of the State of Mississippi, United States of America, excluding its conflict of law provisions. In regard to any dispute or claim arising out of or relating to this EULA, the parties agree that before either party shall pursue any legal action against the other, they will submit the dispute or claim to mediation. The non-binding mediation shall be requested by one party sending written notice by certified mail or nationally recognized overnight courier to the other party. The parties shall then select a mediator from the Mississippi Bar Association's panel of mediators. If the parties are unable to agree on a mediator, then a judge in a court of competent jurisdiction for that particular type of dispute (Circuit or Chancery) in Hinds County shall appoint a mediator from the Mississippi Bar Association's panel of mediators. The mediation shall take place within thirty (30) days after a mediator is selected or appointed, at a place designated by the mediator. Each party shall pay a proportionate share of the fees associated with the mediation including the fees of the mediator. If one party refuses to mediate when requested to do so, or fails to respond to a written request for mediation within ten (10) days of the date of the request, then the other party may consider this mediation provision waived, and proceed with the filing of a lawsuit.
  - Unenforceable Provisions:** If any provision in this Agreement shall be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified only to the extent



- necessary to render it enforceable without losing its intent, or shall be severed from this EULA if no such modification is possible. All other provisions of this EULA shall remain in full force and effect.
- e. **Controlling Language:** The controlling language of this EULA is English. The Licensee agrees to bear any and all costs of interpreters if necessary. If Licensee has received a translation into another language, it has been provided for Licensee's convenience only.
  - f. **No Waiver:** A waiver by either party of any term or condition of this EULA or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.
  - g. **Enforcement after Termination:** The provisions of this EULA that require or provide for performance after the expiration or termination of this EULA shall be enforceable notwithstanding such expiration or termination.
  - h. **No Assignment:** Licensee may not assign or otherwise transfer by operation of law or otherwise this EULA or any rights or obligations herein except to an acquirer of Licensee's business in the case of a merger or the sale of all or substantially all of Licensee's assets to such acquirer. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.
  - i. **Independent Contractors:** The relationship between Licensor and Licensee is that of independent contractors and neither Licensee nor its agents shall have any authority to bind Licensor in any way.
  - j. **Licensee's Name:** Licensor may use Licensee's name in any customer reference list or in any press release issued by Licensor regarding the licensing of the Software.
15. **OEM PRODUCT SUPPORT.** Product support for the Software is provided by Licensor. For product support, contact Licensor at the address provided in the documentation accompanying the Software.

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New Haven, CT 06510  
[www.square-9.com](http://www.square-9.com)



## Square 9 Cloud Terms of Service

Last Updated: September 22, 2022

**THIS AGREEMENT GOVERNS YOUR USE OF SQUARE 9'S CLOUD HOSTED PLATFORM FOR ECM AND DIGITAL TRANSFORMATION (THE SERVICES) WHICH MAY INCLUDE GLOBALSEARCH CLOUD, GLOBALCAPTURE CLOUD TRANSFORMATION SERVICES OR GLOBALFORMS CLOUD. THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ADDITIONAL TERMS ENTERED INTO BY YOU AND SQUARE 9 SOFTWARES INC. ("SQUARE 9") ARE COLLECTIVELY REFERRED TO AS THE "AGREEMENT."**

**BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR THROUGH AN APPLIED SIGNATURE, YOU AGREE TO THE TERMS OF THIS AGREEMENT.**

**IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.**

**THE "EFFECTIVE DATE" OF THIS AGREEMENT IS THE DAY THAT YOU CHECK THE "ACCEPT" BOX OR SIGN (EITHER MANUALLY OR ELECTRONICALLY) THE ONLINE OR WRITTEN FORM OF THIS AGREEMENT ISSUED TO YOU BY SQUARE 9 OR ITS AUTHORIZED RESELLER.**

### 1. Definitions

"Affiliate(s)" means any entity, including and without limitation, any individual, corporation, company, partnership, limited liability company, or group that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party.

"Documentation" means the instructions, manuals, or other materials regarding the use of the Services that Square 9 makes generally available to its Services users.

"Intellectual Property Rights" means rights in unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property rights in the broadest meaning of the term, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"License" means the limited grant by Square 9 to use the Service in accordance with this Agreement.

"Service(s)" means the products and services that are ordered by You and made available online by Us, including associated offline components.

"Square 9 Technology" means all of Square 9's proprietary technology (including the Services and all proprietary software, hardware, products, processes, algorithms, user interfaces, reports, know-how, techniques, designs and other tangible or intangible technical material or information) made available



to You by Square 9 in connection with this Agreement.

"User" means an individual who is authorized by You to use the Service, for whom you have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password. Users may include, for example, your employees, consultants, contractors, and agents, and third parties with which You transact business.

"Your Data" means any documents, files, information, or data stored or processed by or for You to the Services or collected and processed by or for You using the Services, excluding Square 9 Technology.

## 2. Description of Services

The Square 9 Cloud is a hosted Enterprise Content Management (ECM) and Digital Transformation platform that provides a formalized means for capturing organizing and storing an organization's documents, and other content, that relate to the organization's processes. The terms Enterprise Content Management and Digital Transformation encompass strategies, methods, and tools used throughout the lifecycle of the content.

## 3. Initiation of Service

Square 9 will initiate service and issue log in credentials to the registered user within 48 hours of order placement. The Effective Date of Service will commence with the initiation of services from Square 9.

## 4. Storage Capacity

Your cloud instance includes 50GB of document storage but may be expanded indefinitely by subscribing to additional storage units. When storage levels reach 75% you will be informed through in-product notifications that you are approaching the limit of your storage capacity. Additional notification will follow at 90% and 100%. It is your responsibility to contact Square 9 or your authorized Square 9 reseller to arrange for additional storage or to delete unneeded documents from the system.

Please note: Once your document storage reaches 110% of your subscribed storage capacity, users will be denied access to the system until additional storage units are added.

## 5. Renewal of Service

You will receive notification of your service renewal within 90 days of the anniversary of your Effective Date of Service (The Renewal Date). If you elect to continue your Service, payment must be received by you or an Authorized Square 9 Reseller prior to the Renewal Date.

Payment of Services - In consideration for the Services provided by Square 9, You agree to pay for service renewal within forty-five (45) days of the date of invoice.

- Late Fees - For any fees not paid within forty five (45) days of its due date, you shall be liable for late charges at the rate equal to the lesser of 1.5% per month, or the highest rate allowed by law, calculated from the due date until the amounts are paid, together with all costs and expenses incurred in collection, including reasonable attorneys' fees.



- **Payment Dispute** - If You believe the Square 9 bill is incorrect, you must contact Square 9 at [accounting@square-9.com](mailto:accounting@square-9.com) within thirty (30) days of the invoice date stating the amount in question and the reason for non-payment of that amount to be eligible to receive an adjustment or credit. In any event, you must pay the undisputed amount based on the payment terms that were agreed on with Square 9.

## 6. Term and Termination

Unless terminated earlier pursuant to the conditions listed in the GlobalSearch Cloud EULA, the initial term ("Initial Term") of this Agreement shall be for a period of twelve (12) months from the Effective Date and may be renewed under this Agreement for subsequent twelve (12) month terms ("Subsequent Terms") unless either Party provides notice of termination thirty (30) days prior to the expiration of any Term. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term." This Agreement can be terminated by either party upon written notice if the other party breaches any material term or condition of the Agreement and such breach remains uncorrected for thirty (30) calendar days following written notice from the non-breaching party specifying the breach. Termination of this Agreement shall be without prejudice to the survival of provisions in this Agreement which by their nature survive termination.

## 7. Rights to Data and Content

You shall have thirty (30) days from the termination of the Agreement to download a copy of your data and content from GlobalSearch Cloud using the standard means provide. All data will be provided in an industry standard, nonproprietary format. You may also request that the Square 9 Professional Services Group provide a copy of that data as a service which will be charged for at the current billable per diem rate. After the 90-day period following the date of termination, Square 9 shall have no obligation to maintain or provide any of your data or content and shall thereafter, unless legally prohibited, delete all data and content in its systems or otherwise in its possession or under its control.

## 8. Your Responsibilities

You shall provide Square 9 with all necessary cooperation and all necessary access to such information as may be required by Square 9 to provide the Service. You shall comply with all applicable laws and regulations with respect to its activities under this Agreement. You shall: (i) notify Square 9 immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) suspend all user accounts for individuals who are no longer authorized to access those accounts, and (iii) comply with any instructions concerning access to and/or use of the Services that Square 9 may give from time to time.

## 9. Service Level Performance and Support

Square 9 endeavors to provide 99.9% uptime availability per month during Service Business Hours, not to



include maintenance or upgrades on the system. "Uptime" is defined as time when You have the ability to access and use the Services and Square 9 measures Service Uptime by consecutive seconds over the period of a calendar month.

Downtime is defined as the inability of most users to access the servers and majority of applications of the Service. Specifically excluded from the definition of Downtime are:

- Downtime resulting from requests by You;
- Network errors and hardware failures outside the control of Square 9 or agents of Square 9; Server errors and limitations set by third-party service providers;
- Planned maintenance;
- Maintenance that is performed between 10:00 pm and 4:00am ET;
- Outages resulting from the actions of You, its employees, and agents, other than normal operation of the Services;
- Any other unavailability caused by circumstances beyond Square 9's reasonable control as specified in this Agreement; and
- Loss of functionality as a result of updates other than to the Services (i.e. operating systems, third party applications, etc.).

If Square 9 repeatedly fails to meet the stated service levels causing an interruption in your business operations, you will receive a 15% reduction in the following month's service fee. Square 9 must be notified in writing of any request for compensation with details of the failure and resulting interruption of business hours. The above states Your sole remedy in relation to service availability.

## 10. Product Upgrades

GlobalSearch Cloud is typically upgraded twice annually in accordance with the Square 9 development release schedule.

Square 9 shall provide You with at least forty-eight (48) hours' notice of any scheduled maintenance on the Service and Square 9 will use commercially reasonable efforts to conduct maintenance during non-business hours. In the event Square 9 is unable to provide forty-eight (48) hours' notice of any planned or unplanned outages or unavailability of Services, Square 9 shall use good faith efforts to promptly notify You that it anticipates or has discovered such outages or downtime.

## 11. Data Durability

The redundant nature of the GlobalSearch Cloud platform delivers 99.999 data durability.

- No backup of the of your images are required and your database server structure is snapshotted daily with daily snapshots being retained for 90 days.
- Deleted documents are retained for 90 days and can be restored at any time with the assistance of Square 9 Software Support team as a billable service.



## 12. Software Support

Service Business Hours: The support team is available Monday through Friday, 8:00 AM Eastern Time to 8:00 PM Eastern Time, excluding federal U.S. holidays.

Once engaged, Square 9 will work with Your representative to resolve the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a defect report.

Square 9 will work continuously (24 x 7) using diligent efforts on an Urgent request until the issue is resolved, is determined to be unresolvable, or the issue is resolved with a work around sufficient to re- categorize to the Medium Level.

<b>Support Phone</b>	Dial +1 (203) 789 0889 and select Option 2 from the menu
<b>Support Email</b>	support@square-9.com
<b>Ticket Creation Form</b>	Available at <a href="http://www.square-9.com/support">www.square-9.com/support</a>
<b>Standard Operating Hours</b>	Monday – Friday 8:00AM – 8:00PM EST (excluding major US holidays)

### Case Severity Levels

Response Time is defined as the length of time Square 9 initiates contact on a logged issue with our Support Desk. Cases must be opened by voicemail, email request to [support@square-9.com](mailto:support@square-9.com) or through our [Support page on our website](#).

All Acceptable Response Times are expected to fall within Square 9's Business Hours. Cases not opened within Square 9's Support hours of 8:30AM to 7:30PM Eastern will be picked up the following business day.

### Case Priority Levels

When evaluating cases, the triage team uses the below criteria to assign a case priority level:

Severity	Definition	Customer Type	Standard Response Times
Critical	System down state impacting all or most users.	Production customers only.	20 minutes
High	Significant system degradation in performance or function, impacting all or most users.	Production customers, or customer moving into a go-live state.	1 hour
Medium	Any customer issue without a specific or known workaround, impacting a small subset of users, or customers	Any	3 hours
Low	Any general request for information.	Any	8 hours





## Case Priority Examples

### Critical Priority

- Complete system failure
- All system processing has halted or is impacted

### High Priority

- Majority of the system is failing
- Majority of system processing has halted or is impacted

### Medium Priority

- Isolated occurrences with specific system users, majority of the user population unaffected
- A single step in a process is functioning incorrectly but doesn't impact the overall process

### Low Priority

- A how-to question related to future growth of the system
- An issue reported on a test or development server not impacting production

## Case Escalation

After a case has been worked on for 30 minutes without progress or resolution, the case will be escalated according to the escalation schedule below. Please note that Critical and High priority cases automatically start in an escalated state.

Case Severity	Support Tier Assigned	Level 1 Escalation	Level 2 Escalation	Level 3 Escalation
Critical	Senior Support	Support Director	Development	-
High	Senior Support	Support Director	Development	-
Medium	Junior Support	Senior Support	Support Director	Development
Low	Junior Support	Senior Support	Support Director	Development

## Case Closure

Once it has been determined the question is answered or the problem solved, the Support team will mark the case closed. A closed case can be reopened at any time in the event an issue reoccurs, or the recommended solution isn't permanent.



If a workaround or solution is found independent of working with the Support team, all case emails from our Support team will contain a link to self-close your case. It is appreciated when self-close is utilized to allow our Support team to focus their efforts on open active cases.

If the case is initially deemed to be suitable for our Professional Services group, the case will be closed, and information transferred to that group for project scoping and the potential quoting of billable hours.

### 13. Grant of License: Restrictions

13.1. Square 9 grants You a limited, non-exclusive, non-transferable License to use the Services on behalf of a limited number of Users solely for Your own internal business purposes, subject to the terms and conditions of this Agreement. The number of unique Users licensed to use the Services pursuant to the terms hereof is set forth in the product registration form. All rights not expressly granted herein are reserved by Square 9.

13.2. Square 9 shall provide You with unique usernames and access passwords to the system however all licensing will be available on a concurrent basis.

13.3. With respect to the Services, You shall not: (i) sell, resell, transfer, assign, distribute or otherwise commercially exploit or make it available to any third party in any way (except that You may allow Your contractors to access the Services in order to perform their obligations towards You); (ii) transmit or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs or upload, post, or transmit any unlawful, harassing, libelous, or abusive material on the Service; (iii) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (iv) attempt to gain unauthorized access to the Services or its related systems or networks; (v) reverse engineer, decompile, or disassemble the Services or any Square 9 Technology.

### 14. [Intentionally Deleted]

### 15. Your Data

15.1 You acknowledge that to use the Services, you will be required to provide Square 9 with Your Data for which the Services are to be provided. Square 9 acknowledges that Your Data shall be Your Confidential Information and that Square 9 does not own Your Data, information, or material that You may submit to Square 9 or that Square 9 may store in the course of You using the Services. Square 9 may store and process Your Data through a third-party hosting service in the United States as long as Square 9 and the third party execute a confidentiality agreement that protects Your Confidential Information to the same extent as this Agreement.

15.2 All cloud instances are provisioned in a data center within the continental United States unless





otherwise requested by that customer. Square 9 affords the customer an option however to assign their data center of choice as part of the provisioning process.

15.3 Square 9 will not sell, rent or lease any personally identifiable information included therein to third parties, without receiving Your prior explicit consent, except in any of the following instances:

- a. To operate the Services, including storing and processing Your Data through third party hosting services;
- b. If Square 9 is required by applicable law, rules or regulations to do so but only to the extent required by law upon notice to You.
- c. If Square 9 is acquired by, or merged with another entity, provided however, that those entities agree to be bound by the provisions of this Agreement.

## 16. IP Ownership and Confidentiality

16.1 Square 9 alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights in and to the Services and the Square 9 Technology and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You or any other party relating to the Services. Square 9's name, Square 9's logo, and the product names associated with the Services are trademarks of Square 9 or third parties, and no right or license is granted to use them.

16.2 Square 9 and You shall preserve as confidential and not disclose to any party (other than employees with a 'need to know' or independent contractors bound by a written agreement of confidentiality no less restrictive than this Section), or use for any reason other than performance under the Agreement, all information and trade secrets related to the business of the other party that is indicated as confidential or which a party should reasonably know to be confidential given the nature of the information and/or the circumstances of its disclosure ("Confidential Information"). You acknowledge that any Square 9 pricing, source code and Documentation are Confidential Information of Square 9. The confidentiality obligations of this Section shall not apply to: (i) information that is publicly known prior to the disclosure or becomes publicly known through no wrongful act of the receiving party; (ii) information that was in lawful possession of the receiving party prior to the disclosure without any agreement of confidentiality restricting its use or disclosure, and was not received as a result of any breach of confidentiality with respect to the other party (iii) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (iv) becomes known by the receiving party from a third party and, to the receiving party's knowledge, is not subject to an obligation of confidentiality, to the disclosing party. Square 9 and You acknowledge that monetary remedies may be inadequate to protect their rights with respect to a breach of this Section and agree that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

16.3 Square 9 and You agree that both companies have the right to express publicly their relationship, including the names of the entities and the Services involved. This includes the right to republish logos, company names, and software names.



## 17. Privacy & Security

17.1 Square 9 and third parties on its behalf shall implement security tools and procedures to secure Your Data. These tools include protection such as encryption for communication and user authentication to prevent unauthorized user access or other malicious activities. While such tools and procedures reduce the risk of security breaches, Square 9 cannot guarantee that the Services will be immune from any unlawful interceptions or unauthorized access.

17.2 Square 9 is committed to the privacy of our customer and the security of your data. To this extent, Square 9 performs annual audits of its policies and business practices in accord with SOC 1, SOC 2 and HIPAA compliance standards.

17.3 To request a copy of the audit reports, please contact [compliance@square-9.com](mailto:compliance@square-9.com) To obtain a copy of the Square 9 privacy policy please visit our website at [www.square-9.com/privacy](http://www.square-9.com/privacy).

## 18. Warranties and Disclaimer of Warranties

SQUARE 9 REPRESENTS AND WARRANTS THAT: (A) IT WILL PERFORM ALL SERVICES EXERCISING DUE CARE AND IN A GOOD, WORKMANLIKE AND PROFESSIONAL MANNER, (B) IT WILL EMPLOY COMMERCIALY REASONABLE MEASURES TO SCREEN THE SERVICES FOR VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS AND OTHER SOFTWARE ROUTINES OR CODE DESIGNED TO PERMIT UNAUTHORIZED ACCESS TO, DISRUPT, DISABLE, ERASE, OR OTHERWISE HARM YOUR SOFTWARE, HARDWARE OR DATA, AND (C) IT HAS THE FULL AND UNRESTRICTED RIGHT, POWER AND AUTHORITY TO ENTER INTO THE AGREEMENT AND TO PERFORM ITS OBLIGATIONS IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT. EXCEPT AS OTHER STATED IN THIS SECTION OR WHERE DISALLOWED BY APPLICABLE STATUTE, ORDINANCE, LEGISLATURE OR LEGAL PRECEDENT,, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SQUARE 9 (INCLUDING ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNEES) AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICES OR THE SQUARE 9 TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (B) THE SERVICES AND THE SQUARE 9 TOOLS AND/OR THEIR QUALITY WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT ANY COMMON LAW WARRANTY, WARRANTY OF MERCHANTABILITY, NOT ANY WARRANTY DISCLAIMED IN THIS SECTION PURSUANT TO THE MS CONSTITUTION ART. 4 SECTION 100 AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM LIMITED BY THIS CLAUSE.

## 19. Limitation of Liability

+ EXCEPT WHERE DISALLOWED BY APPLICABLE STATUTE, ORDINANCE, LEGISLATURE OR LEGAL PRECEDENT, IN NO EVENT WILL SQUARE 9 AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, RESELLERS, SUCCESSORS OR ASSIGNEES BE LIABLE FOR LOST REVENUE, PROFITS, BUSINESS OR DATA, OR FOR ANY COSTS OF COVER, INDIRECT, INCIDENTAL, CONSEQUENTIAL PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY

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ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SQUARE 9 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SQUARE 9'S AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, RESELLERS, SUCCESSORS AND ASSIGNEES TOTAL AGGREGATE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM FIRST AROSE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. THE CITY OF JACKSON HAS NO AUTHORITY TO LIMIT DAMAGES OF ANY TYPE AND RESERVES THE RIGHT TO PURSUE ANY OBLIGATION OR CLAIM JACKSON LIMITED BY THIS CLAUSE.

## **20. No Assignment**

This Agreement may not be assigned or otherwise transferred by You via sale, merger, change in control, by operation or law or otherwise, without Licensor's prior written consent and any such purported assignment or transfer shall be void.

## **21. Governing Law; Mediation**

**22. This Agreement shall be exclusively governed by the laws of the State of Mississippi, without regard to the choice or conflicts of law provisions thereof, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service. Except for the right of either party to apply to a court of competent jurisdiction for an injunction or other equitable relief or for the collection of an account stated, any controversy, claim or dispute related to this Agreement the parties agree that before either party shall pursue any legal action against the other, they will submit the dispute or claim to mediation. The non-binding mediation shall be requested by one party sending written notice by certified mail or nationally recognized overnight courier to the other party. The parties shall then select a mediator from the Mississippi Bar Association's panel of mediators. If the parties are unable to agree on a mediator, then a judge in a court of competent jurisdiction for that particular type of dispute (Circuit or Chancery) in Hinds County shall appoint a mediator from the Mississippi Bar Association's panel of mediators. The mediation shall take place within thirty (30) days after a mediator is selected or appointed, at a place designated by the mediator. Each party shall pay a proportionate share of the fees associated with the mediation including the fees of the mediator. If one party refuses to mediate when requested to do so, or fails to respond to a written request for mediation within ten (10) days of the date of the request, then the other party may consider this mediation provision waived, and proceed with the filing of a lawsuit. No Waiver; Severability.**



The waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. If any one or more of the provisions in this Agreement are determined invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement; provided, however, if a court finds any provision of this Agreement may be rewritten to be valid, legal and enforceable, the parties agree that such court shall rewrite the provision.

### **23. Force Majeure**

Neither party will be responsible to the other for any delay, failure in performance, loss or damage, unless through the exercise of reasonable diligence, the non-performing party was able to prevent interference with and/or interruption of its performance of this Agreement, due to fire, explosion, power blackout, earthquake, volcanic action, cable cuts by third parties, flood, severe weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond their reasonable control, except that You must pay for any Services used. Any such delay or failure shall suspend the Agreement until the force majeure event ceases, provided that such party gives the other party prompt written notice of the failure to perform, the reason for the failure to perform, its expected duration, and its anticipated effect on the ability to perform the obligations and uses its reasonable efforts to limit the resulting delay in its performance. However, if such condition persists for a period of greater than thirty

(30) days, the other party may, at its option, terminate this Agreement without penalty. This section does not excuse either party's obligation to take reasonable steps to follow industry disaster recovery procedures.

### **24. Miscellaneous**

No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable and where expressly stated that it amends or deviates from the terms of this Agreement) shall add to or vary the terms and conditions of this Agreement. This Agreement, together with any applicable Order Form, comprises the entire Agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive, including without limitation those terms regarding payment of fees, ownership and confidentiality, disclaimer of warranties and limitations of liability.

No joint venture partnership, employment or agency relationship exists between the parties as a result of this Agreement or use of the Service Section headings contained in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation of this Agreement.

### **25. Revisions**

Square 9 Softworks reserves the right to change this Terms of Service agreement at any time



without notice to you and will post any changes to this Terms of Service agreement on this Website as soon as they go into effect. We encourage you to review the Terms of Service regularly for any changes.

## 26. Questions

If you have questions regarding the terms of service, customer support or the security practices of Square 9 Softworks, please contact us by email: [customerservice@square-9.com](mailto:customerservice@square-9.com) or by mail at:

Square 9 Softworks  
Attn: Customer Success Team  
127 Church Street  
New Haven, CT 06510

Council Member Lindsay moved adoption; Vice President Lee seconded.

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

\*\*\*\*\*

**ORDER RATIFYING THE ACCEPTANCE OF REPAIR SERVICES FROM METRO COMMUNICATIONS AND UTILITY FOR REPAIRS AT THE RECORDS MANAGEMENT FACILITY LOCATED AT 2525 ROBINSON ROAD FOR THE DEPARTMENT OF MUNICIPAL CLERK AND AUTHORIZING PAYMENT OF SAID SERVICES.**

WHEREAS, on July 3, 2023, there was a small fire at the Records Facility, causing damage to an exterior door that contained wiring for the intercom system and access door; and

WHEREAS, the extent of the damage required a contractor to install wiring, bolts, nuts, washers, pole attachments, conduit, and an intercom; and

WHEREAS, the procurement of these necessary repair services was done with a quote and without prior approval by the City Council of the city of Jackson; and

WHEREAS, Metro Communications & Utility Contractors performed the repair work and need to be compensated in accordance with the attached quote.

IT IS, THEREFORE, ORDERED that the repair work performed by Metro Communications & Utility Contractors is hereby ratified and accepted, and the governing authorities authorize payment to Metro Communications & Utility in the amount of \$3,000.00.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

\*\*\*\*\*

**ORDER AUTHORIZING THE PROCUREMENT AND IMPLEMENTATION OF UPDATED SQUARE9 SOFTWARE FOR THE DEPARTMENT OF MUNICIPAL CLERK.**

WHEREAS, the city of Jackson, Mississippi, is required to preserve, store, and maintain essential public records pertaining to the business of the municipality and is required to provide public records to those requesting said records pursuant to the Mississippi Public Records Act of 1983: and

WHEREAS, Square9 Softworks takes the paper out of work and makes it easier to get things done with digital workflows that automate many aspects of your work today. Square9 Softworks makes it easy by extracting information from scans or PDFs, storing documents in a searchable archive, and building digital twins of your current processes through graphical workflows; and

WHEREAS, this software will increase efficiency in the review, storage, collaboration, classification, revision, and accessibility of records for the city of Jackson; and

WHEREAS, the current legacy software is obsolete and has lost certain functions; and

WHEREAS, it is in the best interest of the Department of Municipal Clerk to purchase an upgraded version of said software to continue utilizing its functionality; and

WHEREAS, the cost of new software to upgrade current software is as follows:

Part #	Description	Licenses	Total Qty.	Unit Price	Subtotal



**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, SEPTEMBER 12, 2023 10:00 A.M.**

837

GSLEGACY-001	Universal SKU for the addition of legacy products to update earlier versions of GlobalSearch, GlobalCapture, and GlobalForms	200.00	200.00	10.000	\$2,000.00
GSLEGACY-001MS	Universal SKU for the addition of legacy product M&S (monthly) to update earlier versions of GlobalSearch, GlobalCapture, GlobalForms	245.09	1,225.45	0.170	\$208.33
S9SPROSRV-002	Fixed cost remote BCM Services	2.50	2.50	1,750.00	\$4,375.00
Total					\$6,583.33

**IT IS, THEREFORE, ORDERED** that the Mayor execute the Square9 Softworks quotation form and the Square9 Softworks software is approved to be utilized within the Department of Municipal Clerk at a cost not to exceed Six Thousand Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$6,583.33).

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

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

Nays – None.

Absent – Grizzell and Stokes.

\*\*\*\*\*

**ORDER AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON, DEPARTMENT OF HUMAN & CULTURAL SERVICES, CULTURAL DIVISION.**

— **WHEREAS**, certain unanticipated needs and allocations have arisen since the adoption of the Fiscal Year 2023 City of Jackson budget for the Department of Human & Cultural Services, Cultural Division; and

**WHEREAS**, the Fiscal Year 2023 City of Jackson budget should be amended to provide funding to make the final payments for the renovation of the Arts Center of Mississippi done for the purpose of hosting the International Ballet Competition; and

**WHEREAS**, the following accounts should be amended as follows:

From Account	To Account	Amount
047-45300-6812	430-40820-6419	\$ 7,000.00
047-45300-6812	430-40820-6812	\$ 2,973.00
Total		\$ 9,973.00

**IT IS, THEREFORE, ORDERED** that the Fiscal Year 2023 budget be revised for the Department of Human & Cultural Services, as follows:

From Account	To Account	Amount
047-45300-6812	430-40820-6419	\$ 7,000.00
047-45300-6812	430-40820-6812	\$ 2,973.00
Total		\$ 9,973.00

**IT IS FURTHER ORDERED** that this revision to the budget of the Department of Human & Cultural Services be published in accordance with Section 21-35-25 of the Mississippi Code.

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

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

Nays – None.

Absent – Grizzell and Stokes.

\*\*\*\*\*

16





**RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI TO ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY MILLION DOLLARS (\$40,000,000) TO RAISE MONEY FOR THE PURPOSE OF THE (A) REPAIR, MAINTENANCE AND/OR RECONSTRUCTION OF ROADS, STREETS AND BRIDGES; (B) STORM WATER AND DRAINAGE IMPROVEMENTS AS AUTHORIZED BY SECTIONS 27-67-31 THROUGH 27-67-35, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME; (C) AND OTHER AUTHORIZED PURPOSES UNDER THE ACT (DEFINED BELOW) INCLUDING FUNDING CAPITALIZED INTEREST, FUNDING A DEBT SERVICE RESERVE FUND, IF APPLICABLE, PAYING THE COSTS OF ISSUANCE FOR THE BONDS AND DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.**

**WHEREAS**, the Mayor and City Council of the City of Jackson, Mississippi (the "**Governing Body**"), acting for and on behalf of the City of Jackson, Mississippi (the "**City**"), is authorized under the provisions Sections 27-67-31 through 27-67-31 of the Mississippi Code of 1972, as amended from time to time (the "**Infrastructure Modernization Act**") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**," and together with the Infrastructure Modernization Act, the "**Act**") to enter into indebtedness of the City in such amounts as it may find necessary and proper and for the purposes set forth in the Act, including, but not limited to the (a) repair, maintenance and/or reconstruction of roads, streets and bridges; (b) storm water and drainage improvements; and (c) funding capitalized interest, funding a debt service reserve fund, if applicable and paying the costs of issuance of the borrowing (the "**Project**"); and

**WHEREAS**, the Governing Body, acting for and on behalf of the City, is also authorized under the Act and other applicable laws of the State of Mississippi (the "**State**") to enter into a loan with the Mississippi Development Bank (the "**Bank**") to borrow money to finance the costs of the Project; and

**WHEREAS**, the Governing Body finds and determines that it is necessary and proper to finance the costs of the Project; and

**WHEREAS**, it is necessary for the health and well-being of the citizens of the City to provide funding for the costs of the Project by entering into a Loan with the Bank (the "**Loan**") pursuant to the Act to borrow money from the Bank through the issuance of its Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Jackson, MS Modernization Revenue Bond Project) (the "**Bonds**") all in a total aggregate principal amount not to exceed Forty Million Dollars (\$40,000,000); and

**WHEREAS**, the Governing Body has caused an estimate to be made of the costs of the Project by the City from which estimate the Governing Body finds and determines that the contemplated costs thereof will not exceed Forty Million Dollars (\$40,000,000); and

**WHEREAS**, the Governing Body has determined that the Project and the costs thereof are economically feasible and would be in the best interests of the citizens of the City; and

**WHEREAS**, it is necessary and advisable and in the best interest of the City for the Governing Body, acting for and on behalf of the City, to provide funding for the costs of the Project by borrowing money by entering into the Loan with the Bank and the issuance of the Bonds by the Bank, all in accordance with the Act; and

**WHEREAS**, the City reasonably expects that it will incur expenditures in connection with the Project for which the City intends to reimburse itself with the proceeds of the Bonds. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds in anticipation of the issuance of the Bonds is made pursuant to Department of Treasury Regulations Section 1.150-2 (the "**Reimbursement Regulations**"). The Project for which such expenditures are made is the same as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth.

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

**SECTION 1.** The Governing Body, acting for and on behalf of the City, hereby declares its intention to enter into the Loan with the Bank all in an aggregate principal amount not to exceed Forty Million Dollars (\$40,000,000).

**SECTION 2.** The Loan will be entered into for the purpose of financing the Project, as authorized by the Act.

**SECTION 3.** The principal and interest on the Loan and the issuance of the Bonds through Bank shall be payable over a period not to exceed sixteen (16) years solely from those revenues (the "**Use Tax Revenue**") derived from those certain monies remitted from the State of Mississippi (the "**State**") to the City in January and July of each calendar year pursuant to the Infrastructure Modernization Act. The Loan and Bonds of the Bank shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of the Loan or the Bonds, but the same, together with the interest thereon, shall be payable solely from the Use Tax Revenue allowed to be pledged for the payment of debt service pursuant to the Act.

**SECTION 4.** Unless a protest in writing signed by fifteen percent (15%) of the qualified electors of the City or fifteen hundred (1,500) qualified electors of the City, whichever is lesser, objecting to and protesting against the issuance of the Bonds or entering into the Loan is filed with the City Clerk at City Hall located at 219 S. President Street, Jackson, Mississippi in the City on or before 10:00 o'clock a.m. on December 5, 2023, which date shall be not more than seven (7) days after the date of the last publication of this resolution, the Governing Body will authorize entering into the Loan at said time or at some meeting or meetings subsequent thereto. If such sufficient protest and objection is filed on or before the date and hour hereinabove set

forth, the question of the issuance of said Bonds or entering into said Loan shall be submitted to an election to as provided in the Bank Act.

**SECTION 5.** This resolution shall be published once a week for at least three consecutive weeks in *The Clarion Ledger* and *The Mississippi Link*, both newspapers published in the City, and having general circulation therein and qualified under the provisions of the laws of the State, and the last publication of this resolution shall be not more than seven (7) days prior to the date hereinabove set forth as the deadline for the filing of objection or protest.

**SECTION 6.** The City Clerk is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and have the same before the Governing Body on the day and hour hereinabove specified.

**SECTION 7.** The City reasonably expects that it will incur expenditures prior to entering into the Loan and the issuance of the Bonds by the Bank, which it intends to reimburse with the proceeds of the Bonds upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described herein above. The maximum principal amount of debt expected to be issued for the Project is the amount herein above set forth.

**SECTION 8.** The Governing Body herein approves of and employs the law firm Butler Snow LLP, as Bond Counsel, and authorizes and directs the Mayor to execute and deliver an engagement letter with certain conditions and terms set forth therein concerning said employment.

**SECTION 9.** If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

*[The Remainder Left Intentionally Blank; Vote and Signature Page to Follow]*

Councilperson \_\_\_\_\_ made the motion and Councilperson \_\_\_\_\_ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

**COUNCILPERSON**

**YEA**

**NAY**

Ashby Foote

Angelique C. Lee

Kenneth I. Stokes

Brian C. Grizzell

Vernon Hartley

Aaron Banks

Virgi Lindsay

The President of the Council then declared the resolution passes and adopted this the 7th day of November 2023.

**APPROVED BY:**

\_\_\_\_\_  
**PRESIDENT OF THE CITY COUNCIL**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**(SEAL)**

**Publish as a legal notice for four (4) consecutive weeks on \_\_\_\_\_.**

**OFFICE OF THE CITY ATTORNEY**

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OFFICE OF THE CITY ATTORNEY

This RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI TO ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY MILLION DOLLARS (\$40,000,000) TO RAISE MONEY FOR THE PURPOSE OF THE (A) REPAIR, MAINTENANCE AND/OR RECONSTRUCTION OF ROADS, STREETS AND BRIDGES; (B) STORM WATER AND DRAINAGE IMPROVEMENTS AS AUTHORIZED BY SECTIONS 27-67-31 THROUGH 27-67-35, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME; (C) AND OTHER AUTHORIZED PURPOSES UNDER THE ACT (DEFINED BELOW) INCLUDING FUNDING CAPITALIZED INTEREST, FUNDING A DEBT SERVICE RESERVE FUND, IF APPLICABLE, PAYING THE COSTS OF ISSUANCE FOR THE BONDS AND DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin**, *City Attorney*

11/1/23

Date

November 1, 2023

Mayor and City Council  
City of Jackson, Mississippi  
219 S. President Street  
Jackson, Mississippi 39180

Re: Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Jackson, MS Modernization Revenue Bond Project)

Dear Ladies and Gentlemen:

The purpose of this letter is to advise you of our fee estimate and to describe the services we will perform as Bond Counsel ("**Bond Counsel**") in connection with the City of Jackson, Mississippi's (the "**City**") desire to enter into a loan with the Mississippi Development Bank (the "**Bank**" or "**Issuer**") to borrow through the Bank a total principal amount not to exceed Forty Million Dollars (\$40,000,000) (the "**Loan**") through the issuance of the Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Jackson, MS Modernization Revenue Bond Project) (the "**Bonds**"). We understand that the Bonds are being issued for the purpose of providing funds for the (a) repair, maintenance and/or reconstruction of roads, streets and bridges; (ii) storm water and drainage improvements as authorized by Sections 27-67-31 through 27-67-35, as amended and supplemented from time to time (the "**Infrastructure Modernization re Act**") and Sections 31-25-1 *et seq.*, as amended and/or supplemented from time to time (the "**Bank Act**" together with the Modernization Infrastructure Act, the "**Act**") and to pay the cost of issuance for the Bonds (the "**Project**").

### SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "**Bond Opinion**") regarding the validity and binding effect of the Bonds, our legal opinion (the "**Loan Opinion**") regarding certain matters in connection with the Loan, the source of payment and security for the Bonds and the Loan, and the excludability or includability of interest on the Bonds from gross income for federal and State of Mississippi (the "**State**") income tax purposes;
2. Draft the basic agreements governing the issuance of the Bonds and the Loan to the City;
3. Prepare and review other documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and coordinate the authorization and execution of such documents;

Post Office Box 6010  
Ridgeland, MS 39158-6010

TRAY HAIRSTON  
T 601.985.4630  
Tray.Hairston@butlersnow.com

Suite 1400  
1020 Highland Colony Parkway  
Ridgeland, MS 39157

Butler Snow LLP  
[www.butlersnow.com](http://www.butlersnow.com)

4. Prepare the City's declaration of official intent to reimburse Project costs paid by the City prior to the issuance of the Bonds;

5. Assist the Issuer in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required Blue Sky filings;

6. Review legal issues relating to the structure of the Bond issue;

7. Pursue validation proceedings under State law;

8. Review those sections of the official statement, private placement memorandum or other form of offering or disclosure document (the "**Official Statement**") to be disseminated in connection with the sale of the Bonds involving authority for the Bonds, legal opinion, tax-exemption and summaries of the provisions of the Bond and Loan documents. We understand that Balch & Bingham LLP, Jackson, Mississippi ("**Issuer's Counsel**"), will act as counsel to the Issuer and will deliver at the closing a letter regarding the accuracy and completeness of information concerning the Issuer in the Official Statement and that the City's in-house counsel (the "**City Attorney**") will act as counsel to the City and will deliver at the closing a letter regarding the accuracy and completeness of information concerning the City and the Project in the Official Statement; and

9. Assist the Issuer in presenting information to bond rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date of delivery of the Bonds. Our Loan Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Loan. The Bond Opinion and the Loan Opinion will be based on facts and laws existing as of its date. In rendering our Bond Opinion and Loan Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds and by the City with applicable laws relating to the Loan. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff to cooperate with us in this regard. In rendering our Bond Opinion and Loan Opinion, we will expressly rely upon the Issuer's Counsel opinion and the City Attorney opinion as to due authorization, execution and delivery of Bond documents executed by the Issuer and the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:



(a) Except as described in paragraph 8 above, assisting in the preparation or review of the Official Statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC");

(c) Preparing Blue Sky or investment surveys with respect to the Bonds;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bonds;

(g) Except as described in above, assisting in the preparation of, or opinion on, a continuing disclosure undertaking pertaining to the Bonds or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) Representing the Issuer in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the Issuer, the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes should the Bonds be deemed tax-exempt (e.g., our engagement does not include rebate calculations for the Bonds). Although our present engagement does not include rebate analysis and post-issuance advice relating to the Bonds, we would like to discuss with you a separate engagement involving rebate and other post-issuance compliance matters for the Bonds and other bond issues that you may have issued on various occasions. This includes the drafting of a formal debt management policy and post-issuance tax compliance policy;

(j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Bonds as mandated by SEC rules; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

### **ATTORNEY-CLIENT RELATIONSHIP**

In this transaction, you, the City, will be our client and an attorney-client relationship will exist between us. We also understand that you have in-house counsel to act as your regular counsel and will offer opinions related to, but not limited to, the City's transcript of proceedings regarding the Loan. We assume that you and all other parties, including the Issuer, will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. In performing our services as bond counsel, we will represent the interest of the City.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds and the Loan.

### **PROSPECTIVE CONSENT**

As you are aware, Butler Snow represents many companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have matter or transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

### **SPECIFIC CONSENT AND WATER**

Butler Snow currently represents the State and its multiple departments and agencies in various other matters unrelated to the City, and we consider the State to be a current client of the firm. We have agreed to represent the City of Jackson in this engagement, but only provided that both the State and the City each waive any conflicts of interest arising as a result of that representation. By executing this letter, the City of Jackson agrees that there is no objection on its part to and waives any actual conflicts of interest arising out of 1) our firm's representation of the City in this engagement while continuing to represent both the State, and the City, respectively in connection with current and any future matters that do not involve each other; 2) our firm's representation of the City in connection with the issuance of the above described Bonds while continuing to represent both the State, and the City respectively in connection with current and any future matters that do not involve each other; and 3) our firm's representation of the State in connection with the drinking water litigation while continuing to represent the City. In the event that the State and the City of Jackson become adverse in the beforementioned drinking water litigation, the City agrees that Butler Snow may continue to represent the State in said litigation,

and the City of Jackson will not seek disqualification and will allow Tray Hairston and the firm to finalize the transaction concerning the Bonds. Because this is an important decision, I understand that you may wish to consult independent counsel to assist you concerning the waiver contemplated herein and the advantages and risks involved, and I encourage you to do so.

#### **FEEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee for our role as Bond Counsel will not exceed 1% plus \$15,000 for the preparation of the Official Statement plus expenses; however, if there is no financial close in connection with this Project, we understand that no fees will be due to us from the City.

#### **RECORDS**

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

#### **PUBLICITY**

Often project and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

BUTLER SNOW LLP

A handwritten signature in black ink, appearing to read "Tray Hairston". The signature is fluid and cursive, written over a light blue horizontal line.

Tray Hairston, Esq.

Accepted and Approved:

**CITY OF JACKSON, MISSISSIPPI**

BY: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

Authorized by resolution of the Mayor and City Council of the City of Jackson,  
Mississippi dated November 7, 2023.

**BUTLER SNOW LLP**  
**STANDARD BILLING TERMS AND CHARGES FOR EXPENSES**  
**As of January 1, 2023**

Butler Snow LLP (the "*Firm*") will bill clients on a monthly basis for legal services, unless another arrangement is agreed to and approved in writing by the Firm and you. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provide. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our payment terms are payment within **15 days** of receipt of the bill, unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

<b>Document Reproduction</b>	<b>No charge for routine reproduction (under 50 pages per day)</b>
Normal sized documents (up to 11 x 17)	<b>For reproduction in excess of 50 pages per day –</b> Black & White: \$0.10/page Color: \$0.25/page
	<b>Bates Labeling –</b> Electronic: \$0.05/page Manual: \$0.15/page
Oversize documents (size in excess of 11 x 17)	<b>Charge for each page – no exclusion</b> Black & white: \$6.00/page Color: \$30.00/page
Electronic Data Manipulation	\$75/hour
<b>Document Scanning</b>	<b>No charge for routine scanning (except evidentiary materials)</b>
	<b>Bulk scanning of evidentiary documents: \$0.06/page</b> (additional charge for document coding)
Oversize documents (size in excess of 11 x 17)	<b>\$10.00/page</b>
<b>Wire Transfers</b>	<b>Outgoing: International: \$45/wire Domestic: \$20/wire</b>
<b>Audio/Visual Duplication &amp; Reproduction</b>	<b>\$12.00 each</b>
<b>Large Electronic Data Storage</b>	<b>Priced per matter</b>
<b>Computerized Legal Research</b>	<b>No charge for basic research. \$25/search for public records, Mealey's treatises, and Lexis briefs, motions and expert directory databases.</b> <b>Specialized research at actual cost with prior client approval</b>
<b>Electronic retrieval of Court documents</b>	<b>\$0.40 / document</b>
<b>Fax and Long Distance Phone</b>	<b>No charge for calls within the United States. Non-domestic and conference calls charged at actual cost.</b>
<b>Travel (personal vehicle)</b>	<b>Current Standard Mileage Rate as allowed by the IRS</b>
<b>Messenger Delivery and Service of Subpoenas or Summons</b>	Deliveries under 10 miles one way - <b>No charge</b> Deliveries 10 - 25 miles one-way - <b>\$25.00</b> Deliveries over 25 miles one-way - <b>\$10.00/ hour plus mileage</b> Service of Subpoenas/Summons - <b>\$35.00 plus delivery</b>
<b>Overnight Delivery (Federal Express)</b>	<b>Charged at actual cost per package</b>
<b>Postage</b>	<b>No charge for routine postage (under \$25 per day)</b> <b>Bulk mailing postage: at actual cost</b>

**NOTICE TO CLIENTS OF BUTLER SNOW'S  
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become

subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

84220703.v1

17





OFFICE OF THE CITY ATTORNEY  
10/31/23

**ORDER RATIFYING PAST SERVICES PERFORMED AND PAYMENT TO PEOPLE'S PLACE ENTERPRISES LLC FOR THE REMOVAL AND HAULING AWAY OF FALLEN TREES, LIMBS, AND TREE DEBRIS FROM THIRTEEN (13) CITY OF JACKSON PARKS THAT OCCURRED AFTER SEVERE THUNDERSTORMS STRUCK THE CITY OF JACKSON IN JUNE 2023 WHICH NECESSITATED THE ISSUANCE OF A MAYORAL EMERGENCY PROCLAMATION WHICH OCCURRED ON JUNE 16<sup>TH</sup>, 2023 (HARRIS, LUMUMBA)**

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

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

**WHEREAS**, People's Place Enterprises LLC (People's Place) is a limited liability company, currently in good standing with the Mississippi Secretary of State, created pursuant to the Laws of the State of Mississippi on September 25, 2017; and

**WHEREAS**, People's Place has a Certificate of Liability on file with the City and has done work for the Parks and Recreation Department in the past; and

**WHEREAS**, People's Place provided a quote in the amount of THIRTY-ONE THOUSAND DOLLARS (\$31,000.00) to remove fallen trees and haul-off the debris from Northgate Park, Poindexter Park, Parham Bridges Park, Mynelle Gardens, Battlefield Park, Fondren Park, Willie Henry Park, Tougaloo Park, Vine Street Park, Woodrow Wilson Walking Trail, Leavell Woods Park, Presidential Hill Park, and Livingston Park; and

**WHEREAS**, PDT Logistics LLC submitted a quote in the amount of THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$32,500.00) for the same services at the same locations listed directly above; and

Agenda Item # 17  
November 7, 2023  
(Hutton, Lumumba)

**WHEREAS**, the Mayor of the City of Jackson, on June 16<sup>th</sup>, 2023, issued a Mayoral Proclamation of Local Emergency because of severe thunderstorms that struck the City earlier that day and caused widespread damage; and

**WHEREAS**, pursuant to the Mayor’s Emergency Proclamation and the need to quickly remove the fallen trees that had caused a threat to public safety, the Parks and Recreation Department picked the lowest of the two quotes listed above submitted by People’s Place and allowed People’s Place to perform the services listed in its quote; and

**WHEREAS**, it is in the best interests of the City of Jackson that the above-described tree removal services already performed by People’s Place be ratified and payment in the amount of THIRTY-ONE THOUSAND DOLLARS (\$31,000.00) be approved and made to People’s Place; thus

**IT IS HEREBY ORDERED** that the tree removal services provided by People’s Place, as described above in this Order, is ratified; and

**IT IS FURTHER ORDERED** that payment in the amount of THIRTY-ONE THOUSAND DOLLARS (\$31,000.00) be made to People’s Place for providing tree removal services as described above from the Parks and Recreation Department’s Fiscal Year 2023 Budget, account # 005.501.10-6419, as said tree removal services occurred in the 2023 fiscal year.

<b>ITEM. NO:</b>	
<b>DATE:</b>	

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE: 10/09/2023

<b>P O I N T S</b>		<b>C O M M E N T S</b>							
1.	<b>Brief Description/Purpose</b>	Order to ratify the payment for tree removal services provided by Rodderick Stutts D.B.A People's Place Enterprise, LLC. under an executed agreement to remove fallen trees and haul off debris from (13) City of Jackson Parks, under executive order after damaging storm in June and July 2023, in the amount \$31,000.00.							
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 7. Quality of Life							
3.	<b>Who will be affected</b>	Parks and Recreation Department							
4.	<b>Benefits</b>	Provided tree removal and debris services for 13 City of Jackson Parks							
5.	<b>Schedule (beginning date)</b>	Upon City Council approval.							
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide  No							
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	The Parks and Recreation Department							
8.	<b>COST</b>	Thirty-One Thousand Dollars ( <b>\$31,000.00</b> )							
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	FY2023 Account No. 005-501.10-6419 - \$31,000.00							
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER _____ Yes _____ No _____ WAIVER _____ Yes _____ No _____ WAIVER _____ Yes _____ No _____ WAIVER _____ Yes _____ No _____ WAIVER _____ Yes _____ No _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	N/A N/A N/A N/A N/A	X X X X X		

Parks & Recreation Department  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**To:** Mayor Chokwe Lumumba

**From:** Stephen Hutton, Interim Director  
Department of Parks & Recreation

**Date:** October 09, 2023

**Re:** Payment Ratification – People’s Place Enterprise, LLC.

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Order to ratify the payment for tree removal services provided by Rodderick Stutts D.B.A People’s Place Enterprise, LLC. under an executed agreement to remove fallen trees and haul off debris from (13) City of Jackson Parks, under executive order after damaging storm in June and July 2023, in the amount \$31,000.00.

The Department of Parks and Recreation recommends that this Order be submitted for the Council’s consideration.

Thank you.

SH/sa

Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY  
10/31/23

## OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PAST SERVICES PERFORMED AND PAYMENT TO PEOPLE'S PLACE ENTERPRISES LLC FOR THE REMOVAL AND HAULING AWAY OF FALLEN TREES, LIMBS, AND TREE DEBRIS FROM THIRTEEN (13) CITY OF JACKSON PARKS THAT OCCURRED AFTER SEVERE THUNDERSTORMS STRUCK THE CITY OF JACKSON IN JUNE 2023 WHICH NECESSITATED THE ISSUANCE OF A MAYORAL EMERGENCY PROCLAMATION WHICH OCCURRED ON JUNE 16TH 2023 (HARRIS, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Catoria Martin, City Attorney**

**Justin Powell, Deputy City Attorney** 

10/31/23  
\_\_\_\_\_  
**Date**



# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

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Name	Name Type
People's Place Enterprise,LLC	Legal

### Business Information

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<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	1128694
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	09/25/2017
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	4619 nordell drive Jackson , MS 39206

### Registered Agent

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**Name**  
Rodderick demon Stutts  
4619 nordell drive  
jackson, MS 39206

### Officers & Directors

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Name	Title
Rodderick demon stutts Jr 4619 nordell drive jackson, MS 39206	Manager
Tenisha nicole stutts 4619 nordell drive jackson, MS 39206	Vice President

# INVOICE

## People's Place Enterprises, LLC

4619 Nordell Drive  
Jackson, Ms 39206  
601-497-3348

### BILL TO

City of Jackson Purchasing Division  
P.O. Box 17  
Jackson Ms 39205-0017  
601-960-1025 vendorapp@city.jackson.ms.us

INVOICE #

119

INVOICE DATE

09/12/2023

### DESCRIPTION

### AMOUNT

As of 8-11-2023 Peoples Place Enterprise is ready to get started with the work at the parks. All debris will be hauled away from all of the parks.

31,000.00

Estimate/Contact

(1) North Gate Park (5) broken trees and all debris will be hauled away from the property.

(2) Poindexter Park (1) broken dead tree and one big over turned tree, broken limbs will also be gathered up and all debris will be hauled away.

(3) Parham Bridges Park pick up broken trees, removing hanging limbs, and all debris will be hauled away.

(4) Mynell Gardens broken limbs will be gathered along with any broken trees and all debris will be hauled away.

(5) Battlefield Park (6) loads of debris will be cut up and hauled away along with hanging limbs.

(6) Fondren Park Northview (1) tree will be cut up and removed all debris will be hauled away.

(7) Willie Henry Park (2) trees will be removed and cut up and all debris will be hauled away.

(8) Tougaloo Park (4) trees will be removed and all debris will be hauled away.

(9) Vine Street Park (1) tree will be removed all debris will be hauled away.

(10) Woodrow Wilson (3) trees will be cut up and removed and all debris will be hauled away.

(11) Leavell Woos Park (1) tree will be cut and removed all debris will be hauled away from the property.

(12) Presidential Hill Park (1) tree will be cut up and removed all debris will be hauled away from the property.

(13) Livingston Park (1) tree limb will be cut and removed from the property along with debris.

All debris will be hauled away from all the parks.



**TOTAL**

**\$31,000.00 USD**



*Payment 2022/20*

*Thank you*

**TERMS & CONDITIONS**

payment will due when job is completed.

**MAYORAL PROCLAMATION OF LOCAL EMERGENCY  
CITY OF JACKSON, MISSISSIPPI**

**WHEREAS**, Section 33-15-17 (d) of the Mississippi Code of 1972, as amended, authorizes the Mayor of a municipality to proclaim the existence of a local emergency as defined in Section 33-15-5 of the Mississippi Code of 1972, as amended; and

**WHEREAS**, Section 33-15-5 (h) defines an emergency as "any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss or property;" and

**WHEREAS**, Section 33-15-5 (g) defines a local emergency as "the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a county and/or municipality caused by such conditions as air or water pollution, fire, flood, storm, epidemic, earthquake, hurricane, resource shortages or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat.;" and

**WHEREAS**, during the early morning hours of June 16, 2023, a band of severe thunderstorms generating straight-line winds of up to 80 miles per hour passed through the City downing trees, knocking out power to portions of the City, and causing damage to structures throughout the City, including City facilities such as traffic signals and the Public Safety Communications and Information Building; and

**WHEREAS**, the City of Jackson will need additional assistance beyond its City personnel to assist in the removal of trees, the repair of traffic signals in a timely manner, and to make repairs to damage City facilities; and

**WHEREAS**, pursuant to Section 33-15-17 (b), the City "is authorized to exercise the powers vested under this section in the light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, the levying of taxes and the appropriation and expenditure of public funds."

**NOW, THEREFORE**, I, Chokwe Antar Lumumba, Mayor of the City of Jackson, Mississippi, pursuant to the authority vested in me by Section 33-15-17 (d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby declare a **local emergency** for the City of Jackson.

**IT IS FURTHER ORDERED** that this Proclamation shall be (1) promptly filed with the City Clerk; (2) distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; and (3) distributed to others as necessary to ensure proper implementation of this Proclamation of Local Emergency.

**IT IS FINALLY ORDERED** that this Proclamation of Local Emergency is effective immediately, until such time as the next regular meeting of the City Council or a special meeting legally called to review and approve or disapprove the need for continuing this local emergency.

WITNESS MY HAND, on this 16<sup>th</sup> day of June, 2023 at 5:11 am/pm.

  
**CHOKWE A. LUMUMBA, MAYOR  
CITY OF JACKSON, MISSISSIPPI**

ATTEST:

  
**CITY CLERK**

**DECLARATION INVOKING THE EMERGENCY  
PROCUREMENT PROCEDURE**

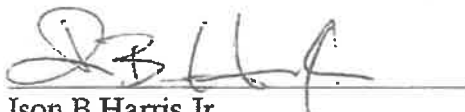
**I. REQUEST**

The People's Place Enterprises, LLC. provides the City of Jackson Parks & Recreation Department ("PR") with tree and debris removal services in the parks throughout the City of Jackson.

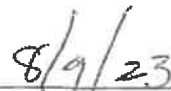
On June 17, 2023, the City of Jackson experienced several storms that produced strong damaging winds. These storms happened, not only on the above listed date but also over the course of a month causing multiple (43+) trees to fall in several City of Jackson parks and at recreational facilities.

The Parks and Recreation Maintenance Division does not have the capacity to remove large trees and/ or debris. The Parks and Recreation Department requested quotes from the People's Place Enterprise, LLC., PDT Logistics, and Four Seasons, LLC. We only received quotes from People's Place Enterprise, LLC. and PDT Logistics. The People's Place Enterprise, LLC. submitted a quote, which was the lowest quote received by The Department of Parks and Recreations. The People's Place Enterprise, LLC. has agreed to remove the trees and haul all the debris away, as a professional service for a total cost of \$31,000.00.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contracts to acquire public safety software, pursuant to Section 31-7-13 of the Mississippi Code Annotated of 1972, as amended



Ison B Harris Jr  
Director of Parks & Recreation  
City of Jackson



Date

# ESTIMATE

**People's Place Enterprises, LLC**

4619 Nordell Drive  
Jackson, Ms 39206  
601-497-3348

**BILL TO**

City of Jackson Purchasing Division  
P.O. Box 17  
Jackson Ms 39205-0017  
601-960-1025 vendorapp@city.jackson.ms.us

**ESTIMATE #**

115

**ESTIMATE DATE**

08/11/2023

DESCRIPTION	AMOUNT
As of 8-11-2023 Peoples Place Enterprise is ready to get started with the work at the parks. All debris will be hauled away from all of the parks. Estimate/Contact	31,000.00
(1) North Gate Park (5) broken trees and all debris will be hauled away from the property.	
(2) Poindexter Park (1) broken dead tree and one big over turned tree, broken limbs will also be gathered up and all debris will be hauled away.	
(3)Parham Bridges Park pick up broken trees, removing hanging limbs, and all debris will be hauled away.	
(4)Mynell Gardens broken limbs will be gathered along with any broken trees and all debris will be hauled away.	
(5)Battlefield Park (6) loads of debris will be cut up and hauled away along with hanging limbs.	
(6) Fondren Park Northview (1) tree will be cut up and removed all debris will be hauled away.	
(7) Willie Henry Park (2) trees will be removed and cut up and all debris will be hauled away.	
(8)Tougaloo Park (4) trees will be removed and all debris will be hauled away.	
(9)Vine Street Park (1) tree will be removed all debris will be hauled away.	
(10) Woodrow Wilson (3) trees will be cut up and removed and all debris will be hauled away.	
(11) Leavell Woos Park (1) tree will be cut and removed all debris will be hauled away from the property.	
(12) Presidential Hill Park (1) tree will be cut up and removed all debris will be hauled away from the property.	
(13) Livingston Park (1) tree limb will be cut and removed from the property along with debris.	
All debris will be hauled away from all the parks.	

**TOTAL**

**\$31,000.00 USD**

# Thank you

## TERMS & CONDITIONS

payment will due when job is completed.

Rodderick Stutts

Date:  
8/18/23

Rodderick Stutts

Chokwe Lumumba CM

Mayor Chokwe Lumumba

8/21/23

Date



18





2  
11/7/23

**ORDER REQUESTING APPROVAL OF FUTURE SERVICES FROM AND PAYMENTS TO VENDORS WHO ARE ASSISTING WITH THE PICTURES WITH SOUL SANTA EVENT ON SATURDAY, DECEMBER 02, 2023, IN THE WESTBROOK HOUSE AT MYNELLE GARDENS (HUTTON, LUMUMBA)**

**WHEREAS**, the City of Jackson Parks and Recreation Department annually hosts Pictures with Soul Santa event; and

**WHEREAS**, the Pictures with Soul Santa event is a family-oriented event that will be held on Saturday, December 02, 2023, from 10:00 am to 4:00 pm; and

**WHEREAS**, the Pictures with Soul Santa event will be hosted in the Westbrook House at Mynelle Gardens; and

**WHEREAS**, Blount Photography LLC (Blount Photography) will provide six (6) hours of photography services to attendees of the Pictures with Soul Santa event, totaling Five Hundred Dollars (\$500.00); and

**WHEREAS**, Blount Photography will provide the rental of a festive chair for the Soul Santa, totaling Three Hundred Dollars (\$300.00); and

**WHEREAS**, Blount Photography is a Limited Liability Company in Good Standing with the State of Mississippi, created pursuant to the Laws of the State of Mississippi on June 26, 2018; and

**WHEREAS**, Da'Soulful Santa will provide six (6) hours of his time performing as Da'Soulful Santa for attendees so that attendees can sit with Santa and have their photographs taken, totaling Seven Hundred Twenty Dollars (\$720.00); and

**WHEREAS**, Da'Soulful Santa is a Sole Proprietorship operated by Larry Williamson, as such there is no legal distinction between the owner and the business entity; and

**WHEREAS**, it is in the best interests of the City of Jackson to host family-oriented events such as the Soul Santa event; thus

**IT IS THEREFORE ORDERED** that a payment in the amount of Eight Hundred Dollars (\$800.00) be made to Blount Photography from account no. 005-501.25-6419 for providing six (6) hours of photography services and a Santa chair rental for the Pictures with Soul Santa event described above; and

**IT IS FURTHER ORDERED** that a payment in the amount of Seven Hundred Twenty Dollars (\$720.00) be made to Larry Williamson doing business as Da'Soulful Santa from account

Agenda Item # 18  
November 7, 2023  
(Hutton, Lumumba)

no. 005-501.25-6419 for providing six (6) hours of Soul Santa services for the Pictures with Soul Santa event described above; and

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any agreements and/or documents needed to effectuate the City's hosting of the Pictures with Soul Santa event as described above .

<b>ITEM NO:</b>	
<b>DATE:</b>	

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE: 10/23/2023

<b>P O I N T S</b>		<b>C O M M E N T S</b>										
1.	<b>Brief Description/Purpose</b>	Order requesting ratification of future services and payments with for vendors who are assisting with the Pictures with Soul Santa event on Saturday, December 02, 2023 in the Westbrook House at Mynelle Gardens.										
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 7. Quality of Life										
3.	<b>Who will be affected</b>	Parks and Recreation Department										
4.	<b>Benefits</b>	Providing vendor services to patrons attending the Pictures with Soul Santa event in the Westbrook House at Mynelle Gardens on 12/02/2023 from 10am – 4pm										
5.	<b>Schedule (beginning date)</b>	Upon City Council Approval.										
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide  No										
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	The Parks and Recreation Department / Programming Division										
8.	<b>COST</b>	Eight-Hundred Dollars (\$800.00) to <b>Blount Photography</b> Seven-Hundred Twenty Dollars (\$720.00) to <b>Da’Soulful Santa</b>										
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	FY2024 Account No. 005-501.25-6419 \$1,520.00										
10.	<b>EBO participation</b>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>

Parks & Recreation Department  
633 North State Street 5<sup>th</sup> Floor  
Jackson, MS 39202  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**To:** Mayor Chokwe Lumumba  
**From:** Stephen Hutton, Interim Director  
**CC:** Abram Muhammad, Deputy Director  
**Department of Parks & Recreation**  
**Date:** October 23, 2023  
**Re:** **Future Services – Pictures with Soul Santa**

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Order requesting ratification of future services and payments with for vendors who are assisting with the Pictures with Soul Santa event on Saturday, December 02, 2023 in the Westbrook House at Mynelle Gardens.


The Department of Parks and Recreation & the Programming Division recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/sa

THE CITY OF  
**JACKSON**  
MISSISSIPPI

**DEPARTMENT OF PARKS AND RECREATION**  
PRESENTS



*Pictures  
with Soul  
Santa*

**Saturday, December 2, 2023**  
**10AM-4PM**

**Westbrook House at Mynelle Gardens**

4736 Clinton Blvd., Jackson, MS

**\$5 for 2 people | \$10 for 2 or more people (CASH ONLY)**

**Contact, 601-960-0471**

JPS Disclaimer: The Distribution of this material does not constitute an endorsement or an indication of support by the Jackson Public School District. Parents and students should determine for themselves if they want to use the services.

The school district accepts no liability in this matter.

# Memo

**To:** Purchasing Division

**From:** Lisa Wilson, Recreation Manager *LW*

**Cc:** Shannon Amos, Executive Office Coordinator

**Date:** 10/18/2023

**Re:** Quote Provided Requesting a Purchase Order for Service from Blount Photography

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THIS SERVICE IS NECESSARY SO THE PARTICIPANT CAN TAKE AN EVERYLASTING PHOTO WITH THE SOUL SANTA AT THE PICTURES WITH SOUL SANTA HELD IN DECEMBER... ADVANCE BOOKING IS NECESSARY BECAUSE THEIR SERVICES (BOOKING) GOES FAST... PLEASE PULL \$800.00 FROM 5.501.25-6419 OTHER PROFESSIONAL SERVICES



**Blount Photography**

**\$800.00**

**Estimate #10961 last updated**

**Customer**

Lisa with the City of Jackson

**Estimate #10961**

**Date of service**

December 2, 2023

**Photos With Santa December 2, 2023 10-4pm**

**Photo provided for each Guest \$500.00**

**Chair Rental Prop for Santa \$300.00**

**Subtotal \$800.00**

**Total \$800.00**

**Blount Photography**  
4622 Manila Drive  
Jackson, MS 39206 United States  
601-668-8820

Please contact Blount Photography about its privacy practices.







# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

Name	Name Type
Blount Photography LLC	Legal

### Business Information

<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	1150390
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	06/26/2018
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	4622 Manila Dr JACKSON, MS 39206

### Registered Agent

Name
Vanessa Blount 4622 Manila Dr Jackson, MS 39206

### Officers & Directors

Name	Title
Vanessa Blount 4622 Manila Dr Jackson, MS 39206	Manager

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**INTEROFFICE MEMORANDUM**

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**TO:** Shannon Amos, Investment Budget Supervisor  
**Parks and Recreation**

**FROM:** Lisa Wilson, Recreation Manager *LW*  
**Parks and Recreation**

**SUBJECT:** QUOTE PROVIDED REQUESTING A PURCHASE ORDER FOR SERVICE FROM  
LARRY D. WILLIAMSON, SR.

**DATE:** OCTOBER 18, 2023

**CC:** Abram Muhammad, Deputy Director  
**Parks and Recreation**

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This is a request for service needed in order to have a Santa Claus for the picture taking with Soul Santa held at Mynelle Gardens in December; advance booking is necessary because his services (booking) goes fast for the DA' SOULFUL SANTA (LARRY WILLIAMSON) at a cost of \$720.00, needed for the 3<sup>rd</sup> Annual Pictures with Soul Santa held for December 2, 2023.

Account #: 501.25-6419 OTHER PROFESSIONAL SERVICES

# **DA'Soulful Santa**

## **Larry Williamson**

QUOTE #: 12223  
DATE: 10/18/2023

Street Address: 6724 George Washington Dr., Jackson, MS 39213  
Phone: (601) 942-2154

TO City of Jackson, Dept. of Parks and Recreation  
Programming Division  
P.O. BOX 17  
JACKSON, MS 39205-0017  
(601) 960-0615  
ATTN: LISA WILSON

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
6hrs.	Soulful Santa Picture Taking Service for Dec. 2	\$120.00	\$720.00
SUBTOTAL			\$720.00
SALES TAX			n/a
TOTAL			\$720.00

**Thank you for your business!**

**Da' Soulful Santa**  
**Larry Williamson**  
6724 George Washington Dr.  
Jackson, MS 39213

Phone (601) 942-2154

## **Proposal: Pictures with Soul Santa**

**Date: October 18, 2023**

**TO:**

City of Jackson  
Dept. of Parks and Recreation-Programming Division  
P. O. Box 17  
Jackson, MS 39205-0017

Attn: Lisa Wilson

Pictures with Soul Santa  
Mynelle Gardens  
4736 Clinton Blvd.  
Jackson, MS 39209

Saturday, December 2, 2023  
10:00 a.m. – 4:00 p.m.  
(6 hours)

**\$120.00 per hour**

**Total Amount \$720.00**

**Thank you for your business!**



Shannon Amos, Supervisor  
Parks and Recreation



Steve Hutton, Interim Director  
Parks and Recreation

FROM: Parks and Recreation Department

RE: Vendor Certification as a Sole Proprietorship

The attorneys for the City of Jackson have recently created a requirement that all City of Jackson vendors must be registered with the Secretary of State or be classified as a Sole Proprietorship.

A Sole Proprietorship would be a vendor who's business is run by one person and there is no legal distinction between the owner and the business entity. Sole Proprietors may operate under their own name or under a trade name.

Please confirm below that you are operating as a Sole Proprietorship and return to:

Shannon Amos  
[samos@jacksonms.gov](mailto:samos@jacksonms.gov)  
601.960.0399

I, Larry Williamson  
(Individual's Name)

doing business as Da' Soulful Santa  
(Name of Business if different than Individual's Name, or mark N/A)

do hereby certify that I am operating my business as a Sole Proprietor, and therefore have not registered my business with the Mississippi Secretary of State's Office.

Larry Williamson  
(Signature)

Office of the City Attorney

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

11/1/23  
OFFICE OF THE CITY ATTORNEY  
JACKSON, MISSISSIPPI

## OFFICE OF THE CITY ATTORNEY

This **ORDER REQUESTING APPROVAL OF FUTURE SERVICES FROM AND PAYMENTS TO VENDORS WHO ARE ASSISTING WITH THE PICTURES WITH SOUL SANTA EVENT ON SATURDAY, DECEMBER 2, 2023, IN THE WESTBROOK HOUSE AT MYNELLE GARDENS** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Cateria Martin, City Attorney**  
**Justin Powell, Deputy City Attorney** 

11/1/23  
Date





19



OFFICE OF THE ATTORNEY GENERAL  
10/21/23

**ORDER RATIFYING PAST SERVICES PERFORMED AND APPROVING PAYMENT TO DURHAM SCHOOL SERVICES LP IN THE AMOUNT OF THREE THOUSAND FORTY DOLLARS (\$3,040.00) FOR TRANSPORTATION SERVICES FOR VARIOUS FIELD TRIPS FOR TWENTY-FIVE (25) YOUTH PARTICIPANTS AND EIGHT (8) STAFF MEMBERS OF THE GROVE PARK COMMUNITY CENTER'S SUMMER ENRICHMENT PROGRAM THAT OCCURRED ON JUNE 16TH, 23RD, AND 30TH, 2023, AND JULY 7TH, 14TH, AND 21ST, 2023 (HUTTON, LUMUMBA)**

**WHEREAS**, Durham School Services LP (Durham School Services) is a limited partnership, currently in good standing with the Mississippi Secretary of State, formed on December 23, 2002; and

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

**WHEREAS**, Durham School Services charged Three Thousand Forty Dollars (\$3,040.00) for transportation services to six (6) field trips, listed in more detail below; and

**WHEREAS**, Durham School Services provided transportation services for staff and youth participants in the Summer Enrichment Program at Grove Park to go on two (2) field trips to the Cinemark Movie Theater in Pearl, Mississippi, on June 16<sup>th</sup> and June 30<sup>th</sup>, 2023; and

**WHEREAS**, Durham School Services provided transportation services for the staff and youth participants in the Summer Enrichment Program at Grove Park to go on a field trip to the Mississippi Sports Hall of Fame and the Mississippi Agriculture Museum on June 23<sup>rd</sup>, 2023; and

**WHEREAS**, Durham School Services provided transportation services for staff and youth participants in the Summer Enrichment Program at Grove Park to go on a field trip to the Mississippi Civil Rights Museum on July 7<sup>th</sup>, 2023; and

**WHEREAS**, Durham School Services provided transportation services for staff and youth participants in the Summer Enrichment Program at Grove Park to go on a field trip to the Mississippi Children's Museum on July 14<sup>th</sup>, 2023; and

**WHEREAS**, Durham School Services provided transportation services for staff and youth participants in the Summer Enrichment Program at Grove Park to go on a field trip to the Jackson Zoo on July 21<sup>st</sup>, 2023; and

Agenda Item # 19  
November 7, 2023  
Hutton, Lumumba

**WHEREAS**, the Parks and Recreation Department received a purchase order/invoice from Durham School Services for the above-described transportation services totaling Three Thousand Forty Dollars (\$3,040.00); and

**WHEREAS**, the purchasing order and other information was submitted to the Finance Department for payment, but the claim was pulled from the claims' docket by the Legal Department because an Order needed to go before the City Council for its vote in order to pay for the transportation services provided by Durham School Services; and

**WHEREAS**, it is in the best interests of the City of Jackson that the above-mentioned transportation services provided by Durham School Services be ratified and payment in the amount of Three Thousand Forty Dollars (\$3,040.00) be made to Durham School Services; thus

**IT IS HEREBY ORDERED** that the transportation services provided by Durham School Services, as described above, is ratified; and

**IT IS FURTHER ORDERED** that a payment in the amount of Three Thousand Forty Dollars (\$3,040.00) be made to Durham School Services for providing transportation services described above from the Parks and Recreation Department's Fiscal Year 2023 Budget as said transportation services occurred in the 2023 fiscal year.

BY: HUTTON, LUMUMBA

<b>ITEM NO:</b>	
<b>DATE:</b>	



# Memo

**To:** Mayor Chokwe Lumumba

**From:** Steve Hutton, Interim Director  
Department of Parks & Recreation

**Date:** September 26, 2023

**Re:** Payment Ratification Revised – Durham School Services

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Order requesting approval for transportation services from Durham School Services for the (25) youth participants of the 2023 Summer Enrichment Program at the Grove Park Community Center on June 16th, June 23rd, June 30th, July 7th, July 14th, and July 21st of 2023 and to ratify the payment that was pulled from the claims docket on August 14, 2023 in the amount of Three Thousand and Forty Dollars (\$3,040.00).

The Department of Parks and Recreation Programming Division recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/sva

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE: September 26, 2023

<b>P O I N T S</b>		<b>C O M M E N T S</b>																																								
1.	<b>Brief Description/Purpose</b>	Order requesting approval for transportation serviced from Durham School Services for the (25) youth participants of the 2023 Summer Enrichment Program at the Grove Park Community Center on June 16 <sup>th</sup> , June 23 <sup>rd</sup> , June 30 <sup>th</sup> , July 7 <sup>th</sup> , July 14 <sup>th</sup> , and July 21 <sup>st</sup> of 2023 and to ratify the payment that was pulled from the claim docket on August 14, 2023 in the amount of Three Thousand and Forty Dollars (\$3,040.00).																																								
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 7. Quality of Life																																								
3.	<b>Who will be affected</b>	Parks and Recreation Department																																								
4.	<b>Benefits</b>	To ensure a positive working relationships are maintained, to continue providing programs to the citizens of Jackson, Mississippi.																																								
5.	<b>Schedule (beginning date)</b>	Upon City Council Approval.																																								
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide  No																																								
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	The Parks and Recreation Department																																								
8.	<b>COST</b>	Three Thousand and Forty Dollars (\$3,040.00)  To Durham School Services																																								
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Other Professional Services : 005-501.25-6419																																								
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>___ Yes</td> <td>___ No</td> <td>___</td> <td>N/A</td> <td><u>X</u></td> </tr> </table>	ABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>	AABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>	WBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>	HBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>	NABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>
ABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>																																			
AABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>																																			
WBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>																																			
HBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>																																			
NABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>																																			



# Invoice

Invoice #:

**30660045287**

Date:

06/05/23

Customer #:

49219

S  
O  
L  
D  
T  
O

Parks and Recreation  
Attn: Alex Thompson  
100 Metro Center Suite 104  
Jackson, MS 39209

REMIT TO:

**Durham School Services**  
13328 Highway 18  
Raymond, MS 39154

TERMS: \_\_\_\_\_ CUSTOMER PURCHASE ORDER # \_\_\_\_\_

DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
6/16 6/23 6/30 7/7 7/14 7/21	Transportation services		\$ 3,040.00
			<b>\$ 3,040.00</b>





City of Jackson, MS  
 200 South Presidents Street  
 Jackson, MS 39201

Bill To

Ship To  
 PARKS AND RECREATION  
 1000 METRO CENTER  
 SUITE 104  
 JACKSON, MS 39209

**Purchase Order**

Fiscal Year 2023

Page 1 of 1

Purchase Order

Purchase Order Number **23001408**

Purchase Order Date 06/09/2023

Department **PARKS AND RECREATIONAL SERV**

Required By 06/09/2023

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

Vendor

DURHAM SCHOOL SERVICES LP  
 DURHAM SCHOOL SERVICES LP  
 13328 HIGHWAY 18  
 RAYMOND, MS 39154

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	<a href="mailto:CHIBBLER@DURHAMSCHOOLSERVICES.COM">CHIBBLER@DURHAMSCHOOLSERVICES.COM</a>	73357	3998	Shannon Amos	

NOTES  
 MISCELLANEOUS SERVICES for Summer Program

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	FIELD TRIP #1 6/16/23 CINEMARK MOVIE PEARL	6.5000	EA	\$80.0000	\$520.00
2	FIELD TRIP #2 6/23/23 MS SPORTS HALL / AGRICULTURE	6.5000	EA	\$80.0000	\$520.00
3	FIELD TRIP #3 6/30/23 CINEMARK MOVIES PEARL	6.5000	EA	\$80.0000	\$520.00
4	FIELD TRIP #4 7/7/23 MS CIVIL RIGHTS MUSEUM	6.0000	EA	\$80.0000	\$480.00
5	FIELD TRIP #5 7/14/23 MS CHILDREN MUSEUM	6.5000	EA	\$80.0000	0
6	FIELD TRIP #6 7/21/23 THE JACKSON ZOO	6.0000	EA	\$80.0000	\$480.00

Note: Upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

Purchasing Manager

Purchase Order Total **\$3,640.00**

Purchase Order

# City of Jackson

Invoice's for PO: 23001408 Year: 2023 Per: 9



DOCUMENT	INVOICE	DATE	INVOiced AMOUNT	FOUNDed AMOUNT	SALE TAX	CHECK	CHECK DATE
96718	30660045287	06/05/2023	3,040.00	3,040.00	DONTPRINT	0	
I [Total]: 3,040.00 ]							

\*\* END OF REPORT - Generated by Shannon Amos \*\*



# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

Name	Name Type
DURHAM SCHOOL SERVICES, L.P.	Legal

### Business Information

<b>Business Type:</b>	Limited Partnership
<b>Business ID:</b>	726949
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	12/23/2002
<b>State of Incorporation:</b>	DE
<b>Principal Office Address:</b>	9011 MOUNTAIN RIDGE DR #200 AUSTIN, TX 78759-7222

### Registered Agent

<b>Name</b>
C T CORPORATION SYSTEM 645 LAKELAND EAST DR STE 101 FLOWOOD, MS 39232

### Officers & Directors

Name	Title
DURHAM HOLDING II LLC 826 WINDWORD DR RICHLAND, MS 39218-9500	General Partner

Office of the City Attorney

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

**OFFICE OF THE CITY ATTORNEY**

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OFFICE OF THE CITY ATTORNEY  
11/22/23

**This ORDER RATIFYING PAST SERVICES PERFORMED AND APPROVING PAYMENT TO DURHAM SCHOOL SERVICES LP IN THE AMOUNT OF THREE THOUSAND FORTY DOLLARS (\$3,040.00) FOR TRANSPORTATION SERVICES FOR VARIOUS FIELD TRIPS FOR TWENTY-FIVE (25) YOUTH PARTICIPANTS AND EIGHT (8) STAFF MEMBERS OF THE GROVE PARK COMMUNITY CENTER'S SUMMER ENRICHMENT PROGRAM THAT OCCURRED ON JUNE 16TH, 23RD, AND 30TH, 2023, AND JULY 7TH, 14TH, AND 21ST, 2023 (HUTTON, LUMUMBA) is legally sufficient for placement in NOVUS Agenda.**



**Catoria Martin, City Attorney**

10/3/23  
Date

**Justin Powell, Deputy City Attorney**



11/2/23



20



**ORDER RATIFYING PAST SERVICING AND REPAIR WORK PERFORMED BY, AND APPROVING PAYMENT TO, DEVINEY EQUIPMENT FOR SERVICING AND EXTENSIVE REPAIRS PERFORMED ON A KUBOTA L39 TRACTOR OWNED BY THE JACKSON ZOO IN THE AMOUNT OF FIVE THOUSAND SIX HUNDRED SEVEN DOLLARS AND FIFTY-EIGHT CENTS (\$5,607.58) (HUTTON, LUMUMBA)**

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

**WHEREAS**, the Jackson Zoo owns a Kubota L39 Tractor (Kubota Tractor); and

**WHEREAS**, in August 2022, the Jackson Zoo's Kubota Tractor needed servicing and extensive repairs; and

**WHEREAS**, the Kubota Tractor was delivered to Jackson Truck Center INC, d/b/a Deviney Equipment, for servicing and repairs; and

**WHEREAS**, Deviney Equipment serviced and made extensive repairs to the Kubota Tractor; and

**WHEREAS**, the Jackson Zoo received an invoice for the above-described work from Deviney Equipment totaling FIVE THOUSAND SIX HUNDRED SEVEN DOLLARS AND FIFTY-EIGHT CENTS (\$5,607.58); and

**WHEREAS**, it is in the best interests of the City of Jackson that the above-described servicing and repair work already performed by Deviney Equipment on the Jackson Zoo's Kubota Tractor be ratified and that payment in the amount of FIVE THOUSAND SIX HUNDRED SEVEN DOLLARS AND FIFTY-EIGHT CENTS (\$5,607.58) be approved and made to Deviney Equipment for said services; thus

**IT IS HEREBY ORDERED** that the servicing and extensive repairs made by Deviney Equipment to the Jackson Zoo's Kubota Tractor is ratified; and

**IT IS FURTHER ORDERED** that a payment in the amount of FIVE THOUSAND SIX HUNDRED SEVEN DOLLARS AND FIFTY-EIGHT CENTS (\$5,607.58) be made to Deviney Equipment from account no. 390-498.00-6464 for providing the above-described services.

**BY: HUTTON, LUMUMBA**

ITEM NO:	20
DATE:	November 7, 2023





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

Visit us at:  
[www.devineyequipment.com](http://www.devineyequipment.com)

SOLD TO  
 J00073 JACKSON ZOOLOGICAL PARK INC.  
 2918 WEST CAPITAL ST  
 JACKSON, MS 39209

SHIP TO  
 RO-84381

601-665-3586  
 UNIT #T0257

KUBOTA L39 SN: 53512 HR 1841 8 W:00  
 Sold By: SHOP PO #: 98220634 Date: 9/24/22 CUST WORKORDER: W055779  
 Ship By: Tax #: 025185000

Tax	D	Qty	Description	Price	Amount
COMMENT					
REPAIR BOOM					
PARTS TO SHOP					
N		4	KB 7J268-58710	PEN 08-G	20.68
N		2	KB 7J292-58452	LABEL, KUBO 22-E	3.10
N		2	KB 7J800-58460	LABEL, FL10	2.45
N		1	KB 7J800-58472	LABEL L39	20.01
N		1	KB 7J800-58015	BOOM	3651.75
N		1	KB 70000-20005	OIL, 5 GAL OIL	101.90
N		1	KB 7J800-58472	LABEL L39	19.50
N		4	KB 75599-81521	FITTING, GR 105-K	.88
N		2	KB 75532-63470	FITTING, GR 105-K	1.89
				** TOTAL PARTS TO SHOP	3894.28
CUSTOMER LABOR				Total Hours: 11.91	** TOTAL CUSTOMER LABOR
					1548.30
FREIGHT & HDLG					165.00
N			FREIGHT		

\*\* SUBTOTAL 5607.58

X Charge Sale

Phone: (601)352-2585

PAY THIS AMOUNT \$5607.58



# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

Name	Name Type
JACKSON TRUCK CENTER, INC.	Legal

### Business Information

<b>Business Type:</b>	Profit Corporation
<b>Business ID:</b>	109435
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	03/10/1966
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	1023 DEVINEY DR Raymond, MS 39154

### Registered Agent

Name
Robert Bruce Deviney 1023 DEVINEY DRIVE Raymond, MS 39154

*DBA = Deviney Equipment*

### Officers & Directors

Name	Title
R B Deviney 1023 Deviney Dr P O Box 7179 Jackson, MS 39282-7179	Director, President
Charlie Lavender P O Box 7179 Jackson, MS 39282-6717	Director, Secretary, Treasurer

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE: 10/25/2023

<b>P O I N T S</b>		<b>C O M M E N T S</b>							
1.	<b>Brief Description/Purpose</b>	Order requesting ratification of past services and payments for a Kubota L39 Tractor that required extensive repairs made by Deviney Equipment owned by the City of Jackson Parks and Recreation – Jackson Zoo.							
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 7. Quality of Life							
3.	<b>Who will be affected</b>	Parks and Recreation Department							
4.	<b>Benefits</b>	Providing services to equipment to provide the necessary maintenances needed at the Jackson Zoo.							
5.	<b>Schedule (beginning date)</b>	Upon City Council Approval.							
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Citywide  No							
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	The Parks and Recreation Department / Programming Division							
8.	<b>COST</b>	Five Thousand Six Hundred and Seven Dollars and Fifty-Eight Cents (\$5,607.58)							
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	FY2024 Account No. 390.498.00-6464 \$5,607.58							
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER _____ WAIVER _____ WAIVER _____ WAIVER _____ WAIVER _____	Yes _____ Yes _____ Yes _____ Yes _____ Yes _____	No _____ No _____ No _____ No _____ No _____	_____ _____ _____ _____ _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	X _____ X _____ X _____ X _____ X _____	

Parks & Recreation Department  
633 North State Street 5<sup>th</sup> Floor  
Jackson, MS 39202  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



"One City, One Aim, One Destiny"

# Memo

**To:** Mayor Chokwe Lumumba  
**From:** Stephen Hutton, Interim Director  
**CC:** Abram Muhammad, Deputy Director  
**Department of Parks & Recreation**  
**Date:** October 25, 2023  
**Re:** Past Services – Deviney Equipment

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Order requesting ratification of past services and payments for a Kubota L39 Tractor that required extensive repairs made by Deviney Equipment owned by the City of Jackson Parks and Recreation – Jackson Zoo.

The Department of Parks and Recreation & the Programming Division recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/sa



Office of the City Attorney

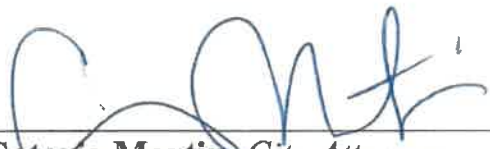
455 East Capitol Street  
Post Office Box 2779  
Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY  
10-31-23

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING PAST SERVICING AND REPAIR WORK PERFORMED BY, AND APPROVING PAYMENT TO DEVINEY EQUIPMENT FOR SERVICING AND EXTENSIVE REPAIRS PERFORMED ON A KUBOTA L39 TRACTOR OWNED BY THE JACKSON ZOO IN THE AMOUNT OF FIVE THOUSAND SIX HUNDRED SEVEN DOLLARS AND FIFTY-EIGHT CENTS (\$5,607.58) (HUTTON, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin**, *City Attorney*

**Justin Powell**, *Deputy City Attorney* *Justin Powell* 10-31-23

10/31/23  
Date



21





OFFICE OF THE CITY ATTORNEY  
10/25/23

**ORDER REQUESTING AUTHORIZATION TO RENEW A ONE (1) YEAR COMMERCIAL PEST CONTROL SERVICES AGREEMENT BETWEEN INTEGRATED PEST CONTROL MAINTENANCE LLC AND THE CITY OF JACKSON PARKS AND RECREATION DEPARTMENT FOR SEVENTEEN (17) PARKS AND RECREATION FACILITIES (WARDS 1-7)**

WHEREAS, the City of Jackson Department of Parks and Recreation takes great pride in the care and maintenance of its park facilities. As part of the care and maintenance of said facilities and to ensure that our patrons are safe and can partake in a pleasing and enjoyable recreational experience, the Department of Parks and Recreation obtains year-round commercial pest control services; and

WHEREAS, the Department of Parks and Recreation is requesting to renew its agreement with *Integrated Pest Control Maintenance LLC* to provide a variety of commercial pest control services to seventeen (17) Parks and Recreation facilities, shown in detail in the table below; and

<b>Pest Control Service Locations</b>	<b>Account Number</b>	<b>Bi-Monthly Fee</b>	<b>Monthly Fee</b>
(01) Parks and Recreation Administrative Office	005.501.10.6419	<u>\$45.00</u>	<u>\$0</u>
(02) Park Maintenance Facility	005.504.10.6419	<u>\$40.00</u>	<u>\$0</u>
(03) Mynelle Gardens (includes house)	005-504.80-6419	<u>\$84.00</u>	<u>\$0</u>
(04) Battlefield Park Community Center (05) Grove Park Community Center (06) Jayne Avenue Community Center (07) Vergy P. Middleton Community Center	005-501.25-6419	\$40.00 (4) <u>\$160.00</u>	<u>\$0</u>
(08) Champion Gymnasium (09) Kurts Gymnasium (10) Medgar Evers Gymnasium (11) Sykes Gymnasium (12) Westside Gymnasium	005-501.26-6419	\$40.00 (5) <u>\$200.00</u>	<u>\$0</u>
(13) Grove Park Municipal Golf Course (14) Pete Brown Golf Facility	005-504.30-6419	\$65.00 (2) <u>\$130.00</u>	<u>\$0</u>
(15) Dorothy Vest Tennis Center (16) Tennis Center South	005-501.40-6419	\$34.00 (2) <u>\$68.00</u>	<u>\$0</u>
(17) The Jackson Zoo	390-498.00-6419	<u>\$0</u>	<u>\$618.00</u>
<b>Total Bi-Monthly Service Fees</b>		<u><b>\$727.00</b></u>	

Agenda Item # **21**  
November 7, 2023  
(Hutton, Lumumba)

Total Monthly Service Fees			<b>\$618.00</b>
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**WHEREAS, *Integrated Pest Control Maintenance LLC*** is a Mississippi domiciled LLC, currently in good standing with the Mississippi Secretary of State’s Office, created pursuant to the laws of the State of Mississippi on March 28, 2012; and

**WHEREAS,** the Department of Parks and Recreation is requesting for ***Integrated Pest Control Maintenance LLC*** to provide commercial pest control services for a period of one (1) year, as detailed in the table above, commencing from the date of execution of this agreement by the Mayor of the City of Jackson; and

**WHEREAS,** the Department of Parks and Recreation believes that it is in the best interests of the City of Jackson to renew this commercial pest control services agreement with ***Integrated Pest Control Maintenance LLC*** as detailed in the table above; thus

**IT IS THEREFORE ORDERED** that the ***Integrated Pest Control Maintenance LLC*** pest control services agreement is accepted and renewed for a period of one (1) year commencing from the date of execution of this agreement by the Mayor of the City of Jackson at seventeen (17) City of Jackson Parks and Recreation facilities (as detailed in the table above); and

**IT IS FURTHER ORDERED** that the commercial pest control services payment agreement schedule (listed in detail in the table above) is accepted and said payments are authorized from the referenced account numbers; and

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute the commercial pest control services agreement as detailed above along with any other document(s) that are needed to effectuate said pest control services that are to be provided by ***Integrated Pest Control Maintenance LLC***.

**(HUTTON, LUMUMBA)**

<b><i>Item No.:</i></b>	
<b><i>Date:</i></b>	

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**Date: October 18, 2023**

POINTS		COMMENTS																																													
1.	<b>Brief Description</b>	Order requesting authorization to renew a one (1) year commercial pest control services and payment agreement between Integrated Pest Control Maintenance, LLC. and the City of Jackson Parks and Recreation Department for eighteen (18) Parks and Recreation city-owned facilities.																																													
2.	<b>Public Policy Initiative</b> Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure & Transportation Quality of Life	7. Quality of Life																																													
3.	<b>Who will be affected</b>	City of Jackson facilities, employees and patrons.																																													
4.	<b>Benefits</b>	Provide commercial pest control services, to ensure safety for our patrons by spraying facilities monthly for pests and other vermin.																																													
5.	<b>Schedule (beginning date)</b>	Upon City Council Approval																																													
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Ward 2-7																																													
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	The Department of Parks & Recreation																																													
8.	<b>COST</b>	Administrative Office - 005-501.10-6419 - \$45.00 monthly Park Maintenance Facility - 005-504.10-6419 - \$40.00 monthly Comm. Centers (4) - 005-501.25-6419 - \$40.00 ea. (\$160.00 monthly) Gymnasiums (5) - 005-501.26-6419 - \$40.00 ea. (\$160.00 monthly) Mynelle Gardens- 005-504.80-6419 - \$84.00. monthly) Golf Facilities (2) - 005-504.30-6419 - \$65.00 ea. (\$130.00 monthly) Tennis Centers (3) - 005-501.40-6419 - \$34.00 ea. (\$102.00 monthly) Zoo - 390-498.00-6419 - \$618.00 - (\$618.00 monthly)																																													
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	Administrative Offices - 005-501.10-6419 Park Maintenance Facility - 005-504.10-6419 Community Centers (4) - 005-501.25-6419 Gymnasiums (5) - 005-501.26-6419 Mynelle Gardens - 005-504.80-6419 Golf Facilities (2) - 005-504.30-6419 Tennis Centers (3) - 005-501.40-6419 Zoo - 390-498.00-6419																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>✓</td> <td>N/A</td> <td>✓</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	AABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	WBE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	HBE	_____ %	WAIVER	yes	___	no	✓	N/A	✓	NABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓
ABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓																																							
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HBE	_____ %	WAIVER	yes	___	no	✓	N/A	✓																																							
NABE	_____ %	WAIVER	yes	___	no	✓	N/A	✓																																							

Parks & Recreation Department  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**TO:** Mayor Lumumba

**FROM:** Stephen Hutton, Interim Director

**CC:** Abram Muhammad, Deputy Director  
Department of Parks and Recreation

**DATE:** October 18, 2023

**RE:** **Integrated Pest Control – Professional Services Renewal**

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Order requesting authorization to renew a one (1) year commercial pest control services and payment agreement between Integrated Pest Control Maintenance, LLC. and the City of Jackson Parks and Recreation Department for eighteen (18) Parks and Recreation city-owned facilities.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/sva



# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

<b>Name</b>	<b>Name Type</b>
Integrated Pest Control Maintenance, LLC	Legal

### Business Information

<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	996751
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	03/28/2012
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	199 MCCARTY ROAD JACKSON, MS 39212

### Registered Agent

<b>Name</b>
st Pitts 110 Byram Drive Byram, MS 39272

### Officers & Directors

<b>Name</b>	<b>Title</b>
Danny Williamson 199 MCCARTY ROAD JACKSON, MS 39212	Member
Danny Williamson 199 MCCARTY ROAD JACKSON, MS 39212	Secretary
Danny Williamson 199 MCCARTY ROAD JACKSON, MS 39212	Treasurer

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957

North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Parks and Recs Administrative Office Date: 11-01-23

Billing Address: 633 N. State St. (5<sup>th</sup> Floor)

City: Jackson State: MS Zip Code 39202 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Parks and Recs Administrative Office (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 633 N. State St. (5<sup>th</sup> Floor)  
Jackson, MS. 39202

### II. SCOPE AND NATURE OF WORK

- A. **Service Exclusions.** 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other: \_\_\_\_\_

All areas requiring attention shall be treated as deemed necessary by IPCM.

- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 45.00 plus tax of \$ 0 per service. This service agreement will automatically be cancelled after 12 months, and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.

B.

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>45.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>45.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charges .....	\$ <u>45.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>45.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Breland

Inspector Name (PRINT)

R11690  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date



# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM.

Customer Name: Park Maintenance Facility Date: 11-01-23

Billing Address: 3880 Bullard St.

City: Jackson State: MS Zip Code: 39209 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Park Maintenance Facility (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 3880 Bullard St.  
Jackson, MS, 39209

### II. SCOPE AND NATURE OF WORK

- A. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  
 Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 1 month and a new service agreement must be entered into. Services may be cancelled at any time.
- B.

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>
<b>2. TREATMENT SERVICE CHARGES</b>	
a. Treatment Service Charges .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE**: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED**: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland

Inspector Name (PRINT)

R11660  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date



# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957

North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM.

Customer Name: Mynelle Gardens (Includes House) Date: 11-01-23

Billing Address: 4736 Clinton Blvd

City: Jackson State: MS Zip Code: 39204 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Mynelle Gardens (Includes House) (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 4736 Clinton Blvd.  
Jackson, MS. 39204

### II. SCOPE AND NATURE OF WORK

- A. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  
 Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 84.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B. \_\_\_\_\_

#### PAYMENT SUMMARY

##### 1. INITIAL PAYMENT

a. Initial / Start-up Service .....	\$ <u>84.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>84.00</u>

##### 2. Quarterly TREATMENT SERVICE CHARGES

a. Quarterly Treatment Service Charges .....	\$ <u>84.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>84.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Breland

Inspector Name (PRINT)

R11650

Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM.

Customer Name: Battlefield Park Community Center Date: 11-01-23

Billing Address: 953 Porter St.

City: Jackson State: MS Zip Code: 39204 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Battlefield Park Community Center (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 953 Porter St.  
Jackson, MS. 39204

### II. SCOPE AND NATURE OF WORK

- A. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  
 Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

#### PAYMENT SUMMARY

##### 1. INITIAL PAYMENT

a. Initial / Start-up Service .....	\$ 40.00
b. One-Time Charges .....	\$ 0
c. Sales Tax (if applicable) .....	\$ 0
TOTAL (1a + 1b + 1c) .....	\$ 40.00

##### 2. Quarterly TREATMENT SERVICE CHARGES

a. Quarterly Treatment Service Charges .....	\$ 40.00
b. Sales Tax (if applicable) .....	\$ 0
TOTAL (2a + 2b) .....	\$ 40.00

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Briland

Inspector Name (PRINT)

R11980  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS THE AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Grove Park Community Center Date: 11-01-23

Billing Address: 4126 Parkway Ave.

City: Jackson State: MS Zip Code: 39213 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Grove Park Community Center (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 4126 Parkway Ave.  
Jackson, MS, 39213

### II. SCOPE AND NATURE OF WORK

- A. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 time Every Other Month  Other \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B. \_\_\_\_\_

#### PAYMENT SUMMARY

##### 1. INITIAL PAYMENT

a. Initial / Start-up Service .....	\$ 40.00
b. One-Time Charges .....	\$ 0
c. Sales Tax (if applicable) .....	\$ 0
TOTAL (1a + 1b + 1c) .....	\$ 40.00

##### 2. Quarterly TREATMENT SERVICE CHARGES

a. Quarterly Treatment Service Charges .....	\$ 40.00
b. Sales Tax (if applicable) .....	\$ 0
TOTAL (2a + 2b) .....	\$ 40.00

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Briland

Inspector Name (PRINT)

R11680  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date



# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND  
SIGNATURE OF A REPRESENTATIVE OF IPCM,  
WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM.

Customer Name: Jayne Avenue Community Center Date: 11-01-23

Billing Address: 3615 Jayne Ave.

City: Jackson State: MS Zip Code: 39209 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Jayne Avenue Community Center (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 3615 Jayne Ave.  
Jackson, MS, 39209

### II. SCOPE AND NATURE OF WORK

- A. **Service Exclusions.** 1. **Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. **Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  
 Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically cancel after 12 months, and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charges .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Brand

Inspector Name (PRINT)

R1199D  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Vargy P. Middleton Community Center Date: 11-01-23

Billing Address: 3971 Flag Chapel Road

City: Jackson State: MS Zip Code 39213 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Vargy P Middleton Community Center (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 3971 Flag Chapel Road  
Jackson, MS, 39213

### II. SCOPE AND NATURE OF WORK

- A. **Service Exclusions.** 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other:

All areas requiring attention shall be treated as deemed necessary by IPCM.

- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically be cancelled after 12 months, and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.

B.

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charge .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland

Inspector Name (PRINT)

R11690

Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Champion Gymnasium Date: 11-01-23

Billing Address: 1355 Hattiesburg St.

City: Jackson State: MS Zip Code 39204 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Champion Gymnasium (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 1355 Hattiesburg St  
Jackson, MS 39204

### II. SCOPE AND NATURE OF WORK

- A. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other.
- All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically be cancelled after 12 months, and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charges .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland

Inspector Name (PRINT)

R11890  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date



# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Kurtz Gymnasium Date: 11-01-23

Billing Address: 125 Gymnasium Avenue

City: Jackson State: MS Zip Code 39209 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Kurtz Gymnasium (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 125 Gymnasium  
Jackson, MS, 39209

### II. SCOPE AND NATURE OF WORK

- A. **Service Exclusions.** 1. **Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. **Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other.

All areas requiring attention shall be treated as deemed necessary by IPCM.

- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically be cancelled after 12 months, and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

#### PAYMENT SUMMARY

##### 1. INITIAL PAYMENT

a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>

##### 2. Quarterly TREATMENT SERVICE CHARGES

a. Quarterly Treatment Service Charges .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Braland

Inspector Name (PRINT)

R11660

Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P O. Box 957 • Jackson, MS 39205-0957  
North 601-981-9522 • South 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM.

Customer Name: Medina Evers Gymnasium Date: 11-01-23

Billing Address: 3159 Edwards Avenue

City: Jackson State: MS Zip Code: 39213 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson Medina Evers Gymnasium (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 3159 Edwards Avenue Jackson, MS, 39213

### II. SCOPE AND NATURE OF WORK

- A. **Service Exclusions.** 1. **Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. **Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other: \_\_\_\_\_
- All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically be cancelled after 12 months, and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charges .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Bristol

Inspector Name (PRINT)

R11690  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date



# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957

North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Sykes Gymnasium Date: 11-01-23

Billing Address: 520 Sykes Road

City: Jackson State: MS Zip Code 39212 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Sykes Gymnasium (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 520 Sykes Road  
Jackson, MS, 39212

### II. SCOPE AND NATURE OF WORK

- A. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other:

All areas requiring attention shall be treated as deemed necessary by IPCM.

- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically be cancelled after 12 months, and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

#### PAYMENT SUMMARY

##### 1. INITIAL PAYMENT

a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>

##### 2. Quarterly TREATMENT SERVICE CHARGES

a. Quarterly Treatment Service Charges .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. INSURANCE: Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. AMOUNT REMITTED: \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland

Inspector Name (PRINT)

R11690

Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM.

Customer Name: Westside Gymnasium Date: 11-01-23

Billing Address: 1450 Wiggins Road

City: Jackson State: MS Zip Code 39209 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Westside Gymnasium (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 1450 Wiggins Road  
Jackson, MS. 39209

### II. SCOPE AND NATURE OF WORK

- A. Service Exclusions. 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other:

All areas requiring attention shall be treated as deemed necessary by IPCM.

- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 40.00 plus tax of \$ 0 per service. This service agreement will automatically be cancelled after 12 months, and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.

B.

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>40.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>40.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charges .....	\$ <u>40.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>40.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Breland

Inspector Name (PRINT)

R11920  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS THE AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM.

Customer Name: Grove Park Golf Municipal Course Date: 11-01-23

Billing Address: 1800 Walter Dutch Welch Dr.

City: Jackson State: MS Zip Code: 39213 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Grove Park Golf Municipal Course (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 1800 Walter Dutch Welch Dr.  
Jackson, MS, 39213

### II. SCOPE AND NATURE OF WORK

- A. **Service Exclusions.** 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. **Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other:

All areas requiring attention shall be treated as deemed necessary by IPCM.

- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 65.00 plus tax of \$ 0 per service. This service agreement will automatically be cancelled after 12 months, and a new service agreement must be entered into. Services may be cancelled at any time during the 12-month service agreement if a 30-day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

#### PAYMENT SUMMARY

##### 1. INITIAL PAYMENT

a. Initial / Start-up Service .....	\$ <u>65.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>65.00</u>

##### 2. Quarterly TREATMENT SERVICE CHARGES

a. Quarterly Treatment Service Charges .....	\$ <u>65.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>65.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Ireland

Inspector Name (PRINT)

R11690  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date



# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957  
North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM, WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Pete Brown Golf Facility Date: 11-01-23

Billing Address: 3200 West Woodrow Wilson Dr.

City: Jackson State: MS Zip Code: 39209 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Pete Brown Golf Facility (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 3200 West Woodrow Wilson Dr.  
Jackson, MS, 39209

### II. SCOPE AND NATURE OF WORK

- A. **Service Exclusions.** 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. **Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 65.00 plus tax of \$ 0 per service. This service agreement will automatically be cancelled after 12 months, and a new service agreement must be entered into. Services may be cancelled at any time during the 12-month service agreement as long as a 30-day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>65.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>65.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charges .....	\$ <u>65.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>65.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Brand

Inspector Name (PRINT)

R11680  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957

North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM.

Customer Name: Battlefield Tennis Center Date: 11-01-23

Billing Address: 953 Porter St

City: Jackson State: MS Zip Code: 39204 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between City of Jackson/ Battlefield Tennis Center (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 953 Porter St  
Jackson, MS, 39204

### II. SCOPE AND NATURE OF WORK

- A. **Service Exclusions.** 1. Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. Additional Exclusions: This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other:

All areas requiring attention shall be treated as deemed necessary by IPCM.

- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 34.00 plus tax of \$ 0 per service. This service agreement will automatically be cancelled after 12 months, and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.

B.

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>34.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>34.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charges .....	\$ <u>34.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>34.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Brand

Inspector Name (PRINT)

R11690  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date

# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957

North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM WHO HAS AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM

Customer Name: Tennis Center South Date: 11-01-23

Billing Address: 2827 Oak Forest Dr.

City: Jackson State: MS Zip Code: 39212 Phone: \_\_\_\_\_

### I. INTENT

1. This Agreement is intended to constitute a mutual understanding between City of Jackson Tennis Center South (The Customer) and Integrated Pest Control Maintenance.
2. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address): 2827 Oak Forest Drive  
Jackson, MS, 39212

### II. SCOPE AND NATURE OF WORK

- A. **Service Exclusions.** 1. **Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. **Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1 Time Every Other Month  Other:

All areas requiring attention shall be treated as deemed necessary by IPCM.

- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the services described herein shall be \$ 34.00 plus tax of \$ 0 per service. This service agreement will automatically be cancelled after 12 months, and a new service agreement must be entered into. Services may be cancelled at any time during the 12 month service agreement as long as a 30 day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.

B.

PAYMENT SUMMARY	
<b>1. INITIAL PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>34.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>34.00</u>
<b>2. Quarterly TREATMENT SERVICE CHARGES</b>	
a. Quarterly Treatment Service Charges .....	\$ <u>34.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>34.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish to the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Brand

Inspector Name (PRINT)

R11850  
Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date



# Integrated Pest Control Maintenance

P. O. Box 957 • Jackson, MS 39205-0957

North: 601-991-9522 • South: 601-372-1812

## Commercial Services Agreement

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF A REPRESENTATIVE OF IPCM, WHO HAS THE AUTHORITY TO EXECUTE IT ON BEHALF OF IPCM.

Customer Name: The Jackson Zoo Date: 11-01-23

Billing Address: 2918 W. Capitol St.

City: Jackson State: MS Zip Code 39209 Phone: \_\_\_\_\_

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between The Jackson Zoo (the Customer) and Integrated Pest Control Maintenance.
- B. The specifications indicate services to be rendered by IPCM at the building(s) and premises of the Customer located at (service address) 2918 W Capitol St. Jackson, MS, 39209

### II. SCOPE AND NATURE OF WORK

- A. **Service Exclusions.** 1. **Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover Carpenter Ants, Fire Ants, Fleas, Mosquitoes or Bedbugs. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate agreement or addendum cannot be waived by the Customer or any employee or agent of IPCM. 2. **Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion cannot be waived by the Customer or any employee or agent of IPCM.

### III. SERVICE SCHEDULE

- A. IPCM service representative shall service the Customer (service frequency)  1x per month  
 Other: \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by IPCM.
- B. IPCM representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### IV. SPECIAL INSTRUCTIONS

- A. The cost of the initial service described herein shall be \$ 618.00 plus tax of \$ 0. The regular monthly service charge shall be \$618.00 per month for the next 11 months. The service agreement will automatically cancel after 12 months, and a new service agreement must be entered into. Services may be cancelled at any time during the 12-month service agreement if a 30-day notice of cancellation has been received by Integrated Pest Control Maintenance. Once a cancellation notice has been received, the account will be considered inactive and after 30 days no additional charges will be assessed.
- B.

#### PAYMENT SUMMARY

##### 1. INITIAL PAYMENT

a. Initial / Start-up Service .....	\$ <u>618.00</u>
b. One-Time Charges .....	\$ <u>0</u>
c. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (1a + 1b + 1c) .....	\$ <u>618.00</u>

##### 2. Monthly TREATMENT SERVICE CHARGES

a. Monthly Treatment Service Charges .....	\$ <u>618.00</u>
b. Sales Tax (if applicable) .....	\$ <u>0</u>
TOTAL (2a + 2b) .....	\$ <u>618.00</u>

### V. MATERIALS

- A. The materials used shall conform to Federal, State, and local laws and ordinances and shall be acceptable to the Customer.
- B. The materials shall be used in accordance with the labels and specifications.

VI. **INSURANCE:** Upon request, IPCM shall furnish the Customer a certificate of liability insurance coverage in effect.

VII. **AMOUNT REMITTED:** \$ \_\_\_\_\_  Cash  Check  Credit Card  P.O. Number \_\_\_\_\_

Kenneth Braland

Inspector Name (PRINT)

R11880

Employee ID# or Certification #

THIS AGREEMENT NOT VALID UNTIL APPROVED BY IPCM MANAGEMENT

Management Signature

Date

Customer's Signature

Date


Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER REQUESTING AUTHORIZATION TO RENEW A ONE (1) YEAR COMMERCIAL PEST CONTROL SERVICES AGREEMENT BETWEEN INTEGRATED PEST CONTROL MAINTENANCE LLC AND THE CITY OF JACKSON PARKS AND RECREATION DEPARTMENT FOR SEVENTEEN (17) PARKS AND RECREATION FACILITIES** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Catoria Martin, City Attorney**

**Justin Powell, Deputy City Attorney**

11/1/23  
\_\_\_\_\_  
**Date**

*Justin Powell* 10-25-23

OFFICE OF THE CITY ATTORNEY  
10-25-23





22



**ORDER AMENDING PREVIOUS ORDER THAT WAS APPROVED BY THE CITY COUNCIL ON DECEMBER 6, 2022, THAT ACCEPTED THE BID OF YAMAHA GOLF-CAR COMPANY TO LEASE SEVERAL GOLF CARTS, INCLUDING GPS UNITS, TO THE PARKS AND RECREATION DEPARTMENT TO CLARIFY THAT THE GPS UNITS ARE BEING PROVIDED BY VANTAGE TAG SYSTEMS AND NOT YAMAHA GOLF-CAR COMPANY AND THAT SEPARATE MONTHLY PAYMENTS WILL BE MADE TO VANTAGE TAG SYSTEMS, HOWEVER, THE TOTAL AMOUNT OF MONTHLY PAYMENTS REMAINS UNCHANGED (HUTTON, LUMUMBA)**

OFFICE OF THE CITY ATTORNEY  
11-17-23

**WHEREAS**, on December 6, 2022, the Jackson City Council approved an Order “Accepting the Bid of Yamaha Golf-Car Company with Vantage Tag Systems for the Lease of Sixty-Five (65) New Fuel Injected Golf Carts and Two (2) New Fuel Injected Utility Cars with GPS Tracking Systems for the Department of Parks and Recreation” (Previous Order); and

**WHEREAS**, the Previous Order combined the monthly payment for the GPS units with the monthly payment for the golf carts into one monthly payment; and

**WHEREAS**, the Previous Order stated that the monthly price for sixty-five (65) golf carts with GPS units would total FIVE THOUSAND FIVE HUNDRED THIRTY-SIX DOLLAR AND FIVE CENTS (\$5,536.05); and

**WHEREAS**, the Parks and Recreation Department received contracts from Yamaha Golf-Car Company and Vantage Tag Systems for execution by the Mayor; and

**WHEREAS**, the monthly price contained in the Yamaha Golf-Car Company contract for the sixty-five (65) golf carts totals FOUR THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS AND FIFTY-FIVE CENTS (\$4,528.55); and

**WHEREAS**, the monthly price contained in the Vantage Tag Systems contract for the GPS units totals ONE THOUSAND SEVEN DOLLARS AND FIFTY CENTS (\$1,007.50); and

**WHEREAS**, the combined total of the two monthly totals listed above equals FIVE THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS AND FIVE CENTS (\$5,536.05), which is the total monthly amount for the sixty-five (65) golf carts with GPS units that the City Council approved in its Previous Order; and

**WHEREAS**, the Previous Order did not authorize the Mayor to execute a contract with Vantage Tag Systems; and

**WHEREAS**, no other items need to be amended in the Previous Order; and

**WHEREAS**, it is in the best interests of the City of Jackson that the Previous Order be amended to show that the GPS units that will be installed in the sixty-five (65) golf carts as discussed above will be provided by Vantage Tag Systems at a total monthly cost of ONE THOUSAND SEVEN DOLLARS AND FIFTY CENTS (\$1,007.50); and

**WHEREAS**, it is in the best interests of the City of Jackson that the Mayor be authorized to execute an agreement with Vantage Tag Systems for the GPS units that will be installed in the sixty-five (65) golf carts as discussed in the Previous Order; thus

Agenda Item # 22  
November 7, 2023  
(Hutton, Lumumba)

**IT IS HEREBY ORDERED** that the Previous Order be amended to show that the GPS units that are being installed in the sixty-five (65) Yamaha golf carts are being provided by Vantage Tag Systems at a total monthly cost of ONE THOUSAND SEVEN DOLLARS AND FIFTY CENTS (\$1,007.50); and

**IT IS FURTHER ORDERED** that a separate monthly payment to Vantage Tag Systems in the amount of ONE THOUSAND SEVEN DOLLARS AND FIFTY CENTS (\$1,007.50) is authorized; and

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any documents and/or agreements needed in order to effectuate this Amended Order as well as the Previous Order with Yamaha Golf-Car Company and with Vantage Tag Systems; and

**IT IS FURTHER ORDERED** that the Previous Order, excepting the changes made herein, remains unchanged.

**BY: HUTTON, LUMUMBA**

<b>ITEM NO:</b>	
<b>DATE:</b>	

**ORDER ACCEPTING THE BID OF YAMAHA GOLF-CAR COMPANY WITH VANTAGE TAG SYSTEMS FOR THE LEASE OF SIXTY-FIVE (65) NEW FUEL INJECTED GOLF CARTS AND TWO (2) NEW FUEL INJECTED UTILITY CARS WITH GPS TRACKING SYSTEMS FOR THE DEPARTMENT OF PARKS AND RECREATION (BID NO. 98141- 101822).**

**WHEREAS**, a solicitation for the leasing of 65 golf carts and 2 utility carts was advertised upon the Department of Parks and Recreation; and

**WHEREAS**, the Department of Parks and Recreation provided the specifications for the equipment; and

**WHEREAS**, the Department of Parks and Recreation provided the specifications terms; and

**WHEREAS**, the Department of Parks and Recreation provided the specifications of the equipment on the day; and

**WHEREAS**, the Department of Parks and Recreation provided the specifications of the equipment on the day; and

**WHEREAS**, the Department of Parks and Recreation provided the specifications of the equipment on the day; and

**WHEREAS**, the Department of Parks and Recreation provided the specifications of the equipment on the day; and

**WHEREAS**, all vendors who responded to the initial solicitation were asked to submit best and final offers which included all specifications, including maintenance and servicing; and

**WHEREAS**, best and final offers were solicited in order to cure the error arising from the issuance of an addendum and the opening of bids on the same day; and

**WHEREAS**, best and final offers were opened on November 9, 2022; and

**WHEREAS**, Yamaha Golf Car Company was the only vendor who submitted a best and final offer; and

**WHEREAS**, Yamaha Golf Car Company's bid for the lease of 65 golf carts with GPS cart control is \$94.69 per month for forty eight (48) months; and

**WHEREAS**, the lease of 65 golf carts for forty eight (48) months would cost \$6,154.85 per month or \$73,858.20 annually; and

*\* Previous Order that's being amended.*

vertently did not include in the equipment; and

ied vendors who had received maintenance and servicing of the

ause the clerk was not aware concerning maintenance and

ites that no addendum to bid established for the receipt of not less than five working

**WHEREAS**, Yamaha Golf Car Company's bid for the lease of 65 golf carts with GPS cart control is \$85.17 per month for sixty (60) months; and

~~✱~~**WHEREAS**, the lease of 65 golf carts for sixty (60) months would cost \$5,536.05 per month or \$66,432.60 annually; and

**WHEREAS**, Yamaha Golf Car Company's bid for the lease of 2 utility carts with GPS cart control was \$172.40 per month for 48 months; and

**WHEREAS**, the lease of 2 utility carts for forty- eight (48) months would cost \$334.80 per month or \$4,017.60 annually; and

**WHEREAS**, Yamaha Golf Car Company's bid for the lease of 2 utility carts with GPS cart control was \$150.50 for 60 months; and

~~✱~~**WHEREAS**, the lease of 2 utility carts for sixty (60) months would cost \$301.00 per month or \$3,612.00 annually; and

**WHEREAS**, the best interest of the City of Jackson would be served by accepting the bid of Yamaha Golf Cart Company for the lease of 65 golf carts for a term of 60 months at a cost of \$5,536.05 per month or \$66,432.60 annually; and

**WHEREAS**, the best interest of the City of Jackson would be served by accepting the bid of Yamaha Golf Car Company for the lease of 2 utility carts for a term of 60 months at a cost of 301.00 per month or \$ 3,612.00 annually; and

**IT IS THEREFORE ORDERED** that the bid of Yamaha Golf Car Company for the lease of 65 golf carts for a term of 60 months at a cost of 5,536.05 per month or \$66,432.60 annually be accepted;

**IT IS THEREFORE ORDERED** that the bid of Yamaha Golf Car Company for the lease of 2 utility carts for a term of 60 months at a cost of \$301.00 per month or \$3,612.00 annually be accepted.

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

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

Nays – Stokes.

Absent – None.

#### **STATEMENT OF VOTES**

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on December 6, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

# MEMORANDUM

**TO:** Mayor Chokwe A. Lumumba  
**FROM:** Steve Hutton, Interim Director  
Parks & Recreation Department  
**DATE:** November 1, 2023  
**RE:** Order Amending Previous Order, Approved on December 6, 2022, which  
12110 - Order for Several Golf Carts with GPS Systems

\* Urgent item

The attached  
December  
for the P

The previous  
in the go

The GPS  
separate

The total  
previous

Director Hutton said Yanch  
will come next week and  
take the golf carts if we don't  
get Amended Order approved and  
(contracts) executed

y Council on  
eral golf carts

ill be installed

systems, with a

y to clarify the

Should you have any questions or need additional information, please let me know.

Sincerely,  
/s/ Steve Hutton



## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

POINTS	COMMENTS																																																		
<b>1. Brief Description/Purpose</b>	<b>ORDER AMENDING PREVIOUS ORDER THAT WAS APPROVED BY THE CITY COUNCIL ON DECEMBER 6, 2022, THAT ACCEPTED THE BID OF YAMAHA GOLF-CAR COMPANY TO LEASE SEVERAL GOLF CARTS, INCLUDING GPS UNITS, TO THE PARKS AND RECREATION DEPARTMENT TO CLARIFY THAT THE GPS UNITS ARE BEING PROVIDED BY VANTAGE TAG SYSTEMS AND NOT YAMAHA GOLF-CAR COMPANY AND THAT SEPARATE MONTHLY PAYMENTS WILL BE MADE TO VANTAGE TAG SYSTEMS, HOWEVER, THE TOTAL AMOUNT OF MONTHLY PAYMENTS REMAINS UNCHANGED (HUTTON, LUMUMBA)</b>																																																		
<b>2. Purpose</b>	Amended Order needed in regards to the lease of several golf carts for the Parks and Recreation Department – a previous Order was approved by the City Council on December 6, 2022.																																																		
<b>3. Who will be affected</b>	City of Jackson																																																		
<b>4. Benefits</b>																																																			
<b>5. Schedule (beginning date)</b>	Upon approval by Council																																																		
<b>6. Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>																																																			
<b>7. Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	Parks & Recreation Department																																																		
<b>8. COST</b>																																																			
<b>9. Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>																																																			
<b>10 EBO participation</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">ABE</td> <td style="width: 30%; text-align: center;">_____ %</td> <td style="width: 30%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">no</td> </tr> <tr> <td></td> <td style="text-align: center;">N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> </tr> <tr> <td></td> <td style="text-align: center;">N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> </tr> <tr> <td></td> <td style="text-align: center;">N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> </tr> <tr> <td></td> <td style="text-align: center;">N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td style="text-align: center;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> </tr> <tr> <td></td> <td style="text-align: center;">N/A</td> <td></td> <td></td> <td></td> </tr> </table>	ABE	_____ %	WAIVER	yes	no		N/A				AABE	_____ %	WAIVER	yes	no		N/A				WBE	_____ %	WAIVER	yes	no		N/A				HBE	_____ %	WAIVER	yes	no		N/A				NABE	_____ %	WAIVER	yes	no		N/A			
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HBE	_____ %	WAIVER	yes	no																																															
	N/A																																																		
NABE	_____ %	WAIVER	yes	no																																															
	N/A																																																		

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
*[Handwritten signature]*

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AMENDING PREVIOUS ORDER THAT WAS APPROVED BY THE CITY COUNCIL ON DECEMBER 6, 2022, THAT ACCEPTED THE BID OF YAMAHA GOLF-CAR COMPANY TO LEASE SEVERAL GOLF CARTS, INCLUDING GPS UNITS, TO THE PARKS AND RECREATION DEPARTMENT TO CLARIFY THAT THE GPS UNITS ARE BEING PROVIDED BY VANTAGE TAG SYSTEMS AND NOT YAMAHA GOLF-CAR COMPANY AND THAT SEPARATE MONTHLY PAYMENTS WILL BE MADE TO VANTAGE TAG SYSTEMS, HOWEVER, THE TOTAL AMOUNT OF MONTHLY PAYMENTS REMAINS UNCHANGED (HUTTON, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.

*[Handwritten signature]*  
\_\_\_\_\_

Catoria Martin, *City Attorney*

Justin Powell, *Deputy City Attorney*

*[Handwritten signature]* 11/1/23

4/1/23  
\_\_\_\_\_

Date



23



OFFICE OF THE CITY CLERK  
10-31-23

**ORDER REQUESTING APPROVAL TO PURCHASE A SMITHCO 7580 – ULTRA GREENS ROLLER – THAT WAS LEASED FROM LADD’S GOLF & TURF LLC FOR FORTY-EIGHT (48) MONTHS THROUGH PNC EQUIPMENT FINANCE LLC FOR MAINTENANCE OF GOLF GREENS AT THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF SEVEN THOUSAND DOLLARS (\$7,000.00) (HUTTON, LUMUMBA)**

WHEREAS, pursuant to the Jackson City Council’s vote approving the following, which occurred on February 19, 2019, the City of Jackson leased a Smithco 7580 – Ultra Greens Roller (Greens Roller) – from Ladd’s Golf & Turf LLC (Ladd’s) for forty-eight (48) months through PNC Equipment Finance LLC (PNC Equipment); and

WHEREAS, the forty-eight (48) month lease for the Greens Roller expired on March 19, 2023; and

WHEREAS, the lease agreement mentioned above contained a buyout clause for the Greens Roller that would become effective at the end of the lease term for an amount of SEVEN THOUSAND DOLLARS (\$7,000.00); and

WHEREAS, the City of Jackson Parks and Recreation Department has used and continues to use the Greens Roller for the maintenance of golf greens at the Pete Brown Golf Facility, said Greens Roller still being in good operating condition; and

WHEREAS, the City of Jackson Parks and Recreation Department would like to purchase the Greens Roller for continued and future use at the Pete Brown Golf Facility; and

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

WHEREAS, the City of Jackson Parks and Recreation Department is requesting approval to purchase the Greens Roller for the price of SEVEN THOUSAND DOLLARS (\$7,000.00); and

WHEREAS, it is in the best interests of the City of Jackson that the Parks and Recreation Department be given approval to purchase the Greens Roller as the device is still in good working condition and the price is reasonable and fair; thus

**IT IS HEREBY ORDERED** that the purchase of the above-described Greens Roller from Ladd’s in the amount of SEVEN THOUSAND DOLLARS (\$7,000.00) from account number 005.504.30-6876 is approved and the Mayor is authorized to execute any document(s) needed to effectuate the purchase of the Greens Roller.

BY: (Hutton, Lumumba)

ITEM NO:	23
DATE:	November 7, 2023

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE: September 27, 2023

<b>P O I N T S</b>		<b>C O M M E N T S</b>							
1.	<b>Brief Description/Purpose</b>	Order requesting approval to purchase a Smithco 7580- Ultra Greens Roller that was leased from Ladd's for 48- months through PNC equipment for the maintenance of the Greens at the Pete Brown Golf Facility in the amount Seven Thousand Dollars (\$7,000.00)							
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 7. Quality of Life							
3.	<b>Who will be affected</b>	Parks and Recreation Department							
4.	<b>Benefits</b>	To ensure a positive working relationships are maintained, to continue providing programs to the Citizens of Jackson, Mississippi.							
5.	<b>Schedule (beginning date)</b>	Upon City Council approval.							
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Ward  No							
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Parks and Recreation Department – Pete Brown Golf Facility							
8.	<b>COST</b>	Seven Thousand Dollars (\$7,000.00)  To Ladd's							
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account no: 005.504.30-6876							
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	___ Yes	___ No	___	N/A	<u>X</u>



# Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

## Name History

Name	Name Type
Ladd's Golf & Turf, LLC	Legal

## Business Information

<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	1326660
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	02/25/2022
<b>State of Incorporation:</b>	MI
<b>Principal Office Address:</b>	6881 Appling Farms Parkway Memphis, TN 38133

## Registered Agent

Name
REGISTERED AGENTS, INC 270 TRACE COLONY PARK STE B RIDGELAND, MS 39157

## Officers & Directors

Name	Title
James Caldwell 6881 Appling Farms Parkway Memphis, TN 38135	Member





# Memo

**To:** Mayor Chokwe Lumumba

**From:** Steve Hutton, Interim Director  
Department of Parks & Recreation

**Date:** September 27, 2023

**Re:** Payment Ratification Revised – Smithco 7580 Ultra Greens Roller

---

Order requesting approval to purchase a Smithco 7580- Ultra Greens Roller that was leased from Ladd's for 48- months through PNC equipment for the maintenance of the Greens at the Pete Brown Golf Facility in the amount Seven Thousand Dollars (\$7,000.00).

The Department of Parks and Recreation & Pete Brown Golf Facility recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/sva



Join your life with Ladd's™

Memphis, TN Baton Rouge, LA Knoxville, TN Little Rock, AR Jackson, MS

6881 Appling Farms Parkway  
Memphis, TN 38133  
Phone: (901) 324-8801  
Fax: (901) 324-6814  
Email: sales@bobladd.com  
www.ladds.net

# INVOICE

Invoice: 01-313741  
Date: 7/20/2023

PO: 23001622  
CustId: CITY OF JACK2

Cust Email: mvoltz@city.jackson.ms.us  
Phone: (601) 960-1905  
Salesperson: SHuckabee  
User: Klander

Ship To:  
CITY OF JACKSON MS

Bill To:  
CITY OF JACKSON MS  
EMAIL ALL INVOICES TO:  
mvoltz@city.jackson.ms.us  
JACKSON, MS 39205

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
22898 / City of Jackson	UN	Smithco 7580	1.0000		\$7,000.00		\$7,000.00
		<b>S/N: T7752</b>					
		UTE - Tournament Ultra Greens Roller Used					
<b>Total:</b>							<b>\$7,000.00</b>

Totals					<b>Sub Total:</b>		<b>\$7,000.00</b>
					<b>Total Tax:</b>		<b>\$0.00</b>
					<b>Invoice Total:</b>		<b>\$7,000.00</b>

Form of Payment	Description	Amount
Net30	Customer Id: CITY OF JACK2	\$7,000.00
	Payment Terms: Net 30	
<b>Total Forms of Payment:</b>		<b>\$7,000.00</b>

**Balance Due On This Invoice: \$7,000.00**

9/21

A finance charge of 1.5% per month will be charged on all accounts not paid within invoice terms.  
Invoices paid on open account via credit card will be subject to a 3% convenience fee.

Thank you for your business.

# Lease Agreement

Dated as of October 26, 2018  
Lease Number 98982425-1

Lessor: PNC Equipment Finance, LLC  
995 Dalton Avenue  
Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME  
City of Jackson (MS) Parks and Recreation  
3200 Woodrow Wilson Dr.  
Jackson, MS 39213

FEDERAL TAX ID  
646000503

Equipment Description See attached Certificate of Acceptance for Equipment Description

Rent Lease Term is for 48 months, with Rent payments due in arrears  monthly;  quarterly;  semi-annually;  annually;  
each in the amount of \$730.82 plus applicable tax beginning \_\_\_\_\_

## Payment Schedule

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

## TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.  
**NON-APPROPRIATION OF FUNDS.** Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.
- USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance.

Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.

8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements,

- Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
- As used herein: "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorates of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
26. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise



**RESOLUTION AND CERTIFICATE OF INCUMBENCY**

**Lease Number 98982425-1**

**Lessee: City of Jackson (MS) Parks and Recreation**

**Amount: \$38,282.29 - Financed Cost**

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:




Section 1. Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

**SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY**

		
Name	Title	Signature
_____	_____	_____
Name	Title	Signature

ADOPTED AND APPROVED on this \_\_\_\_\_, 20\_\_.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Jackson (MS) Parks and Recreation

  
Signature of Secretary/Clerk of Lessee \_\_\_\_\_ [SEAL]

Print  
Official Name:  
Date: City Clerk Title:

# CERTIFICATE OF ACCEPTANCE

Lease Number 98982425-1

Quantity	Description
1	Jacobsen Greesking IV Plus Riding Greensmower
1	Smithco 7576 Tournament Ultra Lite Greens Roller
- together with all attachments, tooling, accessories, appurtenances and additions thereto.	


Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of \_\_\_\_\_, 20\_\_ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

City of Jackson (MS) Parks and Recreation  
("Lessee")

X   
 Authorized Signature  
 Print Name Michael A. Hummer  
 Title: Mayor  
 Date: 3/13/2019

3200 Woodrow Wilson Dr.  
Jackson, MS 39213


intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

28. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Jackson (MS) Parks and Recreation  
("Lessee")

X   
Authorized Signature  
Print Name: Valerie A. Sumner  
Title: Mayer  
Date: 3/13/2019  
3200 Woodrow Wilson Dr.  
Jackson, MS 39213


PNC Equipment Finance LLC  
("Lessor")

X \_\_\_\_\_  
Authorized Signature  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
995 Dalton Ave.  
Cincinnati, OH 45203

**OPINION OF COUNSEL**

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Mississippi.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee  
By:   
Print Name: Tom Howard  
Law firm: Office of the City Attorney, City of Jackson, Mississippi



**ORDER AMENDING PREVIOUS ORDER AUTHORIZING THE MAYOR TO APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND PNC EQUIPMENT FINANCE, LLC FOR THE RENTAL OF ONE (1) NEW, JACOBSEN GREENSKING IV PLUS RIDING GREENSMOWER AND ONE (1) NEW, SMITHCO 7576 TOURNAMENT ULTRA LITE GREENS ROLLER.**

**WHEREAS**, on November 6, 2018, the governing authorities for the City of Jackson approved an Order, which authorized the Mayor to execute a lease agreement between the City of Jackson and Ladd's Turf Golf and Utility Company for a forty eight (48) month rental of one (1) new Jacobsen Greensking IV Plus Riding Greensmower and one (1) new Smithco 7576 Tournament Ultra Lite Greens Roller at a cost of \$907.00 per month and a one-time document signing fee of \$250.00

**WHEREAS**, the order approved by the Jackson City Council on November 6, 2018 contained errors regarding the identity of the vendor agreeing to lease the equipment, and the cost terms;

**WHEREAS**, the lessor of the equipment is PNC Equipment Finance, LLC, and the rental cost terms are as follows: (1) monthly rental of \$730.82 and (2) \$250.00 document fee;

**WHEREAS**, PNC Equipment Finance, LLC tendered to the City an invoice dated October 26, 2018 indicating that the sum of \$1,039.29 is due thirty (30) days *after* acceptance; and

**WHEREAS**, the aforementioned invoice of PNC Equipment Finance, LLC included the sum of \$58.47 in sales tax, which may not be charged to the City because of its exempt status; and

**WHEREAS**, the sum of \$980.82 becomes payable to PNC Equipment Finance, LLC, following delivery and acceptance of the equipment; and

**WHEREAS** the lease agreement tendered by PNC Equipment Finance, LLC, provides that rent may be increased by PNC Equipment Finance, LLC by a sum *not exceeding* 15% because of changes in the equipment configuration; and

**WHEREAS**, the equipment is needed for daily operation and maintenance of the greens at the Sonny Guy Park Municipal Golf Course and the Buddy Butts Park Multiplex; and

**IT IS HEREBY ORDERED** that the prior Order of the Jackson City Council approved on November 6, 2018 be amended as follows:

(1) The Mayor shall be authorized to execute a lease with PNC Equipment Finance, LLC for the rental of a Jacobsen Greensking IIV Plus Riding GreensMower and a Smithco 7576 Tournament Ultra Lite Greens Roller for a period of forty-eight (48) months.

(2) The sum of \$980.82 may be paid to PNC Equipment Finance, LLC upon delivery, receipt, and inspection of the equipment identified in this order for the first month of rental and the \$250.00 document fee.

(3) The sum of \$730.82 may be paid to PNC Equipment Finance, LLC as monthly rental for the equipment during the lease term.

**IT IS FINALLY ORDERED** that a copy of said Lease Agreement be filed for record in the Office of City Clerk.

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

Yeas- Banks, Foote, Priester, Stamps, Stokes and Tillman.

Nays- None.

Absent- Lindsay.

**STATEMENT OF VOTES**

**The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on February 19, 2019. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.**



Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY  
10/31/23

## OFFICE OF THE CITY ATTORNEY

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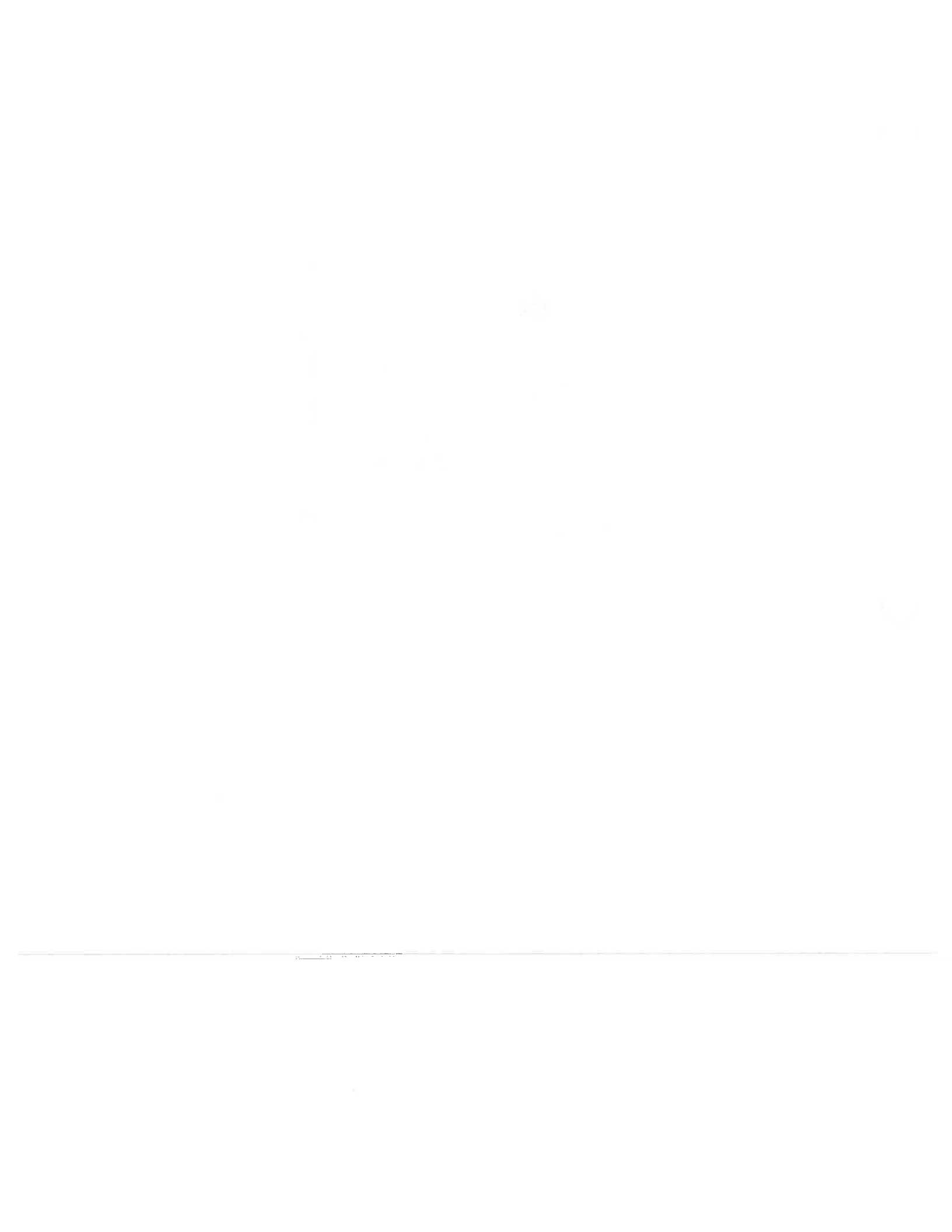
This **ORDER REQUESTING APPROVAL TO PURCHASE A SMITHCO 7580 - ULTRA GREENS ROLLER THAT WAS LEASED FROM LADD'S FOR 48 MONTHS THROUGH PNC EQUIPMENT FOR THE MAINTENANCE OF THE GREENS AT THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF (\$7,000.00) SEVEN THOUSAND DOLLARS (HUTTON, LUMUMBA)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Catoria Martin, City Attorney**  
**Justin Powell, Deputy City Attorney** *Je Per 10-31-23*

10/31/23  
Date



24



OFFICE OF THE CITY ATTORNEY  
10-25-23

**ORDER TO APPROVE FUTURE SERVICES FROM AND PAYMENTS TO SECURITY & INTEGRATED SYSTEMS SUPPORT INC FOR THE PROVISION OF SECURITY MONITORING SERVICES FOR THREE (3) PARKS AND RECREATION FACILITIES (HUTTON, LUMUMBA)**

**WHEREAS**, Security & Integrated Systems Support Inc. (Security Systems Support) has been providing security monitoring services for the past seven (7) years for the City of Jackson Parks and Recreation Department; and

**WHEREAS**, Security Systems Support provides security monitoring services at the Dorothy Vest (Battlefield) Tennis Center, Tennis Center South, and Mynelle Gardens; and

**WHEREAS**, Security Systems Support provides this security monitoring service at the monthly rate of Twenty-One Dollars and Ninety-Five Cents (\$21.95) for each facility; and

**WHEREAS**, Security Systems Support will continue to monitor Dorothy Vest (Battlefield) Tennis Center at a monthly rate of Twenty-One Dollars and Ninety-Five Cents (\$21.95) for six (6) months, totaling One Hundred Thirty-One Dollars and Seventy Cents (\$131.70); and

**WHEREAS**, Security Systems Support will continue to monitor Tennis Center South at a monthly rate of Twenty-One Dollars and Ninety-Five Cents (\$21.95) for six (6) months, totaling One Hundred Thirty-One Dollars and Seventy Cents (\$131.70); and

**WHEREAS**, Security Systems Support will continue to monitor Mynelle Gardens at a monthly rate of Twenty-One Dollars and Ninety-Five Cents (\$21.95) for six (6) months, totaling One Hundred Thirty-One Dollars and Seventy Cents (\$131.70); and

**WHEREAS**, the grand total for six-months' of security monitoring at the above-listed facilities is Three Hundred Ninety-Five Dollars and Ten Cents (\$395.10); and

**WHEREAS**, Security Systems Support is a for-profit corporation, currently in Good Standing with the Mississippi Secretary of State, created pursuant to the Laws of the State of Mississippi on July 17, 2000; and

**WHEREAS**, the City of Jackson Parks and Recreation Department would like to continue partnering with Security Systems Support to ensure the safety of the city-owned facilities described above; and

Agenda Item # 24  
November 7, 2023  
(Hutton, Lumumba)



**WHEREAS**, it is in the best interests of the City of Jackson that the above-mentioned city-owned facilities continue receiving security monitoring services from Security Systems Support; thus

**IT IS HEREBY ORDERED** that the above-described security monitoring services provided by Security Systems Support is approved and future payments to Security Systems Support for their security monitoring services is also approved; and

**IT IS FURTHER ORDERED** that payment in the amount of Two-Hundred Sixty-Three Dollars and Forty Cents (\$263.40) be made to Security Systems Support from account no. 005.501.26-6419 for providing (6) months of security monitoring services at the Dorothy Vest (Battlefield) Tennis Center and the Tennis Center South facilities; and

**IT IS FURTHER ORDERED** that payment in the amount of One-Hundred Thirty-One Dollars and Seventy Cents (\$131.70) be made to Security Systems Support from account no. 005.504.80-6420 for providing (6) months of security monitoring services at Mynelle Gardens; and

**IT IS FURTHER ORDERED** that the Mayor be authorized to execute any agreements and/or documents to effectuate the above-described security monitoring services to be provided by Security Systems Support.

**BY: HUTTON, LUMUMBA**

<b>ITEM NO:</b>	
<b>DATE:</b>	

## CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 20, 2023

POINTS		COMMENTS	
1.	Brief Description/Purpose	Order to ratify the acceptance of future services and payments with Security & Integrated Systems Support, Inc. who provides security monitoring services for three (3) City of Jackson Parks and Recreation facilities.	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	2. Crime Prevention	
3.	Who will be affected	Parks and Recreation Department	
4.	Benefits	To ensure positive working relationships and safety is maintained for the Citizens of Jackson, Mississippi and the city-owned facilities.	
5.	Schedule (beginning date)	Upon City Council approval.	
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	Ward 5, 6, 7  No	
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Parks and Recreation Department	
8.	<b>COST</b>	Two-Hundred Sixty Three Dollars and Forty Cents (\$263.40) One-Hundred Thirty-One Dollars and Seventy Cents (\$131.70)  To Security & Integrated Systems Support Inc.	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	FY2024 005.501.26-6419 - \$263.40 (Tennis Centers) FY2024 005.504.80-6420 - \$131.70 (Mynell Gardens)	
10.	<b>EBO participation</b>	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER ___ Yes ___ No ___ N/A ___ WAIVER ___ Yes ___ No ___ N/A ___ WAIVER ___ Yes ___ No ___ N/A ___ WAIVER ___ Yes ___ No ___ N/A ___ WAIVER ___ Yes ___ No ___ N/A ___

Parks & Recreation Department  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**TO:** Mayor Lumumba

**FROM:** Stephen Hutton, Interim Director

**CC:** Abram Muhammad, Deputy Director  
Department of Parks and Recreation

**DATE:** October 20, 2023

**RE:** **Ratifying Services and Payments – Security Integrated**

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Order to ratify the acceptance of future services and payments with Security & Integrated Systems Support, Inc. who provides security monitoring services for three (3) City of Jackson Parks and Recreation facilities

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/sva



# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

Name	Name Type
SECURITY & INTEGRATED SYSTEMS SUPPORT, INC.	Legal

### Business Information

<b>Business Type:</b>	Profit Corporation
<b>Business ID:</b>	689322
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	07/17/2000
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	215 Hwy 51 Ridgeland, MS 39157

### Registered Agent

Name
Burwell, G Todd 124 One Madison Plaza, Suite 2100 Madison, MS 39110

### Officers & Directors

Name	Title
G. Todd Burwell, Esq. 1851 Crane Ridge Drive Jackson, MS 39216	Incorporator
Charles D Saums 215 Hwy 51 Ridgeland, MS 39157	Director, President
Patrick Saums 6030 Highway 18 Jackson, MS 39209	Vice President
Robert Saums 215 Hwy 51 ridgeland, MS 39157	Secretary



P.O. Box 2633 • Jackson, MS 39209 • 601.922.5361

September 19, 2023

City of Jackson  
Department of Parks and Recreation  
Attn: Shannon Amos  
P.O. Box 17  
Jackson, MS 39205

**Subject:** Alarm Monitoring Quote

Dear Ms. Shannon,

Allow me to express my sincere appreciation for the opportunity to present you with this proposal. Everyone at Security Support Services, Inc. wants you to be extremely pleased with every aspect of our products and service. I am pleased to offer the following for your review and consideration.

**Dorothy Vest Tennis Court – 953 West Porter, Jackson, MS**

Monthly monitoring for the period October 1 – 31, 2023 – March 31, 2024

**\$21.95 x 6 = Total \$131.70**

**Mynell Gardens – 4736 Clinton Boulevard, Jackson, MS**

Monthly monitoring for the period October 1 – 31, 2023 – March 31, 2024

**\$21.95 x 6 = Total \$131.70**

**Tennis Center South – 1517 McDowell Road, Jackson, MS**

Monthly monitoring for the period October 1 – 31, 2023 – March 31, 2024

**\$21.95 x 6 = Total \$131.70**

**GRAND TOTAL : \$395.10**

I trust you will find this proposal complete and acceptable. I look forward to your positive response. If you have any questions, please do not hesitate to contact me. Once again, thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Patrick Saums', is written over a horizontal line.

Patrick Saums  
Security and Integrated Systems Support, Inc.  
www.securitysupportservices.com



Quotation Request Form

Division: Requestor: Address: Phone No: Fax No: Email: Date:

Parks and Recreation Administration Shannon Amos 1000 Metrocenter Suite 104 601-960-0399

Vendor Name: Address: Attention: Phone: Fax No: Email:

Security of Integrated Systems Support, Inc PO Box 2633, JXN, MS 39207 PATRICK Sams PATRICK@securitysupportservices.com

Table with 4 columns: Catalogue Item No., Qty., Description, Catalog Unit Price. Contains 3 rows of monthly monitoring services and a total row.

Signature

Vice President

Title

9/19/23

Date



Office of the City Attorney

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

10/25/23  
OFFICE OF THE CITY ATTORNEY

## OFFICE OF THE CITY ATTORNEY

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This **ORDER TO APPROVE FUTURE SERVICES FROM AND PAYMENTS TO SECURITY & INTEGRATED SYSTEMS SUPPORT INC FOR THE PROVISION OF SECURITY MONITORING SERVICES FOR THREE (3) PARKS AND RECREATION FACILITIES** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Justin Powell, *Deputy City Attorney* *Jeffer 10-25-23*

*11/1/23*  
Date





25



10/25/23  
OFFICE OF THE CITY ATTORNEY

**ORDER TO APPROVE FUTURE SERVICES FROM AND PAYMENTS TO PENNINGTON & TRIM ALARM SERVICES INC FOR THE PROVISION OF SECURITY MONITORING SERVICES FOR THE JACKSON ZOO GIFT SHOP (HUTTON, LUMUMBA)**

**WHEREAS**, Pennington & Trim Alarm Services Inc. (Pennington & Trim) has been providing security monitoring services for the past five (5) years for the City of Jackson Parks and Recreation Department; and

**WHEREAS**, Pennington & Trim provides monthly security monitoring services at the Jackson Zoo Gift Shop at the rate of Forty-Two Dollars (\$42.00); and

**WHEREAS**, Pennington & Trim will continue to monitor the Jackson Zoo Gift Shop at a monthly rate of Forty-Two Dollars (\$42.00) for the next six (6) months for a total of Two Hundred Fifty-Two Dollars (\$252.00); and

**WHEREAS**, Pennington & Trim is a for-profit corporation, currently in Good Standing with the Mississippi Secretary of State, created pursuant to the Laws of the State of Mississippi on December 11, 1987; and

**WHEREAS**, the City of Jackson Parks and Recreation Department would like to continue partnering with Pennington & Trim to ensure the safety and security of the Jackson Zoo Gift Shop; and

**WHEREAS**, it is in the best interests of the City of Jackson that the Jackson Zoo Gift Shop continue receiving security monitoring services from Pennington & Trim; thus

**IT IS HEREBY ORDERED** that the security monitoring services described above provided by Pennington & Trim is approved and future payments to Pennington & Trim for said security monitoring services is also approved; and

**IT IS FURTHER ORDERED** that payment in the amount of Two Hundred Fifty-Two Dollars (\$252.00) be made to Pennington & Trim from account no. 390.498.00-6419 for providing six (6) months of security monitoring services at the Jackson Zoo Gift Shop; and

**IT IS FURTHER ORDERED** that the Mayor be authorized to execute any agreements and/or documents to effectuate the above-described security monitoring services to be provided by Pennington & Trim.

**BY: HUTTON, LUMUMBA**

ITEM NO:	25
DATE:	November 7, 2023

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE: October 20, 2023

<b>P O I N T S</b>		<b>C O M M E N T S</b>									
1.	<b>Brief Description/Purpose</b>	Order to ratify the acceptance of future services and payments with Pennington & Trim Alarm Services, Inc. who provides security monitoring services for the City of Jackson – Jackson Zoo.									
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	2. Crime Prevention									
3.	<b>Who will be affected</b>	Parks and Recreation Department									
4.	<b>Benefits</b>	To ensure positive working relationships and safety is maintained for the Citizens of Jackson, Mississippi and the city-owned facilities.									
5.	<b>Schedule (beginning date)</b>	Upon City Council approval.									
6.	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Ward 5  No									
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	The Parks and Recreation Department									
8.	<b>COST</b>	Two-Hundred Fifty-Two Dollars (\$252.00) To Pennington & Trim Alarm Services, Inc.									
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	FY2024 390.498.00-6419 - \$252.00 (Zoo)									
10.	<b>EBO participation</b>	ABE _____ %    WAIVER _____ Yes _____ No _____    N/A _____ X AABE _____ %    WAIVER _____ Yes _____ No _____    N/A _____ X WBE _____ %    WAIVER _____ Yes _____ No _____    N/A _____ X HBE _____ %    WAIVER _____ Yes _____ No _____    N/A _____ X NABE _____ %    WAIVER _____ Yes _____ No _____    N/A _____ X									

Parks & Recreation Department  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**TO:** Mayor Lumumba

**FROM:** Stephen Hutton, Interim Director

**CC:** Abram Muhammad, Deputy Director  
Department of Parks and Recreation

**DATE:** October 20, 2023

**RE:** **Ratifying Services and Payments – Pennington & Trim**

---

Order to ratify the acceptance of future services and payments with Pennington & Trim Alarm Services, Inc. who provides security monitoring services for the City of Jackson – Jackson Zoo.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/sva



# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

Name	Name Type
PENNINGTON & TRIM ALARM SERVICES, INC.	Legal

### Business Information

<b>Business Type:</b>	Profit Corporation
<b>Business ID:</b>	8706020
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	12/11/1987
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	4374 Mangum Drive, Suite C Flowood, MS 39232

### Registered Agent

Name
DANA TRIM 4374 MANGUM DRIVE STE C FLOWOOD, MS 39232

### Officers & Directors

Name	Title
Edward D Trim 4374 Mangum Dr #c Flowood, MS 39232	Director, President
Dana Trim 4374 Mangum Dr #c Flowood, MS 39232	Director, Secretary, Treasurer, Vice President

**PENNINGTON & TRIM  
ALARM SERVICES, INC.**

MS Lic# 15006301  
4374 Mangum Drive • Suite C  
Flowood, MS 39232  
(601) 939-5231 • 1 (866) 939-5231 Toll Free  
Fax (601) 939-2716



**Let Us In ... We'll  
Keep 'em Out!**

www.penningtonandtrim.com

Follow us on FACEBOOK

DATE 10-1-2023

TO BE INSTALLED \_\_\_\_\_

**PROPOSAL SUBMITTED TO:**

NAME Jackson Zoo - Gift Shop ADDRESS 2918 W. Capitol Street  
CITY Jackson STATE MS ZIP 39209 PHONE \_\_\_\_\_  
BILLING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
EMAIL \_\_\_\_\_ INSURANCE AGENT \_\_\_\_\_ PHONE \_\_\_\_\_

WE HEREBY SUBMIT specifications and estimates for:

October 1, 2023 - March 31, 2024

\$ 252.00

invoice # 797967

Alarm Monitoring

6 months X \$ 42.00 per month

WE HEREBY PROPOSE to furnish monitoring labor and materials completed in accordance with the above specifications for the sum of \$ 252.00  
with payment to be made upon completion of installation.

NOTE: This proposal may be withdrawn by  
us if not accepted within \_\_\_\_\_ days

Gloria Townsend

AUTHORIZED SIGNATURE

**LIMIT OF LIABILITY - It is understood and agreed that P&T's liability shall be limited:**

- a. It is understood and agreed by the parties hereto that P&T is not an insurer and that insurance, if any, covering personal injury and property loss or damage on customer's premises shall be obtained by Customer, that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of Customer's property or the property of others located on the Customer's premises; that P&T makes no guarantee or warranty including any implied warranty of merchantability or fitness that the system or service supplied will avert or prevent occurrences or the consequences therefrom; which the system or service is intended to detect or avert.
- b. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein or a failure of the system to operate because of, among other things the uncertain amount or value of customer's property or the property of others which may be lost or damaged, the uncertainty of the response time of the police or fire department, the inability to ascertain what portion, if any, of any loss would be proximately caused by P&T's failure to perform any of its obligations or failure of its equipment to operate, or the nature of the services to be performed by P&T.
- c. Customer understands and agrees that if P&T should be found liable for any loss or damage due from a failure to perform any of its obligations or a failure of the equipment to operate, P&T's liability shall be limited to Two Hundred Fifty Dollars (\$250.00), and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origins, results directly or indirectly to persons or property from performances or non-performance of any of the obligations herein or from negligence, active or otherwise of P&T, its employees or agents.
- d. In the event Customer wishes P&T to assume greater liability, Customer may, as a matter of right, obtain from P&T a higher limit by paying an additional amount to P&T and a rider shall be attached hereto setting forth such higher limit and additional amount, but this additional obligation shall in no way be interpreted to hold P&T as insurer.
- e. When Customer in the ordinary course of business has the property of others in his custody or the alarm system extends to protect the property of others, Customer agrees to and shall indemnify, defend and hold harmless P&T, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including P&T's performance or failure to perform; and including defects in products, designs, installations, maintenance, operation or non-operation of all systems whether based upon negligence, active or passive, warranty or strict or product liability on the part of P&T, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of P&T while on Customer's premises.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory, and we hereby accept. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE ACCEPTED: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_







Let Us In...  
We'll Keep 'em Out!

# Pennington & Trim Alarm Services, Inc.

4374 Mangum Drive • Suite C • Flowood, MS 39232 • (601) 939-5231 • (866) 939-5231

www.penningtonandtrim.com • Follow us on FACEBOOK • MS License # 15006301

**IMPORTANT! Written Notice IS REQUIRED To Terminate Service!**

Invoice Number **797967**  
 Sale Date 10/1/2023  
 Due Date 10/20/2023

CITY OF JACKSON, JACKSON ZOO  
 SHANNON AMOS  
 GIFT SHOP  
 P.O. BOX 17  
 JACKSON, MS 39205

Description	Qty	Price	Net	Tax	Total
WIRELESS MONITORING SERVICE	6	\$42.00	\$252.00	\$0.00	\$252.00
For: JACKSON ZOO GIFT SHOP at 2918 WEST CAPITOL STREET JACKSON, MS 39209 Period Covered: 10/01/2023 to 03/31/2024 inclusive.					
<b>TOTALS</b>			<b>\$252.00</b>	<b>\$0.00</b>	<b>\$252.00</b>

To pay your invoice/statement visit:

<https://paymybill.penningtonandtrim.com>

- IF YOU CHANGE YOUR PHONE SERVICE, NOTIFY US IMMEDIATELY
- SMOKE DETECTORS NEED TO BE REPLACED EVERY 10 YEARS
- WE ACCEPT PAYMENT BY CREDIT CARD OVER THE PHONE
- TEST YOUR SYSTEM WEEKLY / EXTENDED WARRANTY IS AVAILABLE

Return Stub Below

Please return this portion of your invoice with your payment. Thank you!

Customer : CITY OF JACKSON, JACKSON ZOO



		Invoice Number	797967
		Bill Payer ID	17664
Due This Inv.	\$252.00	Amount Remitted	<input type="text"/>
Payment Method	Check <input type="checkbox"/>	Check Number	<input type="text"/>
		Date Remitted	<input type="text"/>

**THANK YOU FOR YOUR BUSINESS!**

Inv # 797967

NOTE: Late Charges are Computed at an Annual Rate of 18.00%  
 Dishonored checks or drafts will be subject to a surcharge of \$40.00



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
10/25/23

## OFFICE OF THE CITY ATTORNEY

This **ORDER TO APPROVE FUTURE SERVICES FROM AND PAYMENTS TO PENNINGTON & TRIM ALARM SERVICES INC FOR THE PROVISION OF SECURITY MONITORING SERVICES FOR THE JACKSON ZOO GIFT SHOP** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Justin Powell, *Deputy City Attorney* 10-25-23

11/1/23  
Date



26



OFFICE OF THE CITY ATTORNEY  
11/12/23

**ORDER RATIFYING ROOF REPLACEMENT PERFORMED AT THE PETE BROWN GOLF FACILITY CLUBHOUSE AND APPROVING PAYMENT FOR SAID ROOF REPLACEMENT TO FOUR SEASONS ENTERPRISE LLC IN THE AMOUNT OF TWENTY-ONE THOUSAND NINE HUNDRED EIGHT DOLLARS (\$21,908.00) (HUTTON, LUMUMBA)**

**WHEREAS**, the City owned Pete Brown Golf Facility Clubhouse had several roof leaks that needed immediate repair due to the damaging effects and safety hazards caused by water intruding into the Clubhouse; and

**WHEREAS**, pursuant to Mississippi Code Section 31-7-13(b), the Director of the Parks and Recreation Department requested quotes from Four Seasons Enterprise LLC (Four Seasons) and Delta Sunrise Construction Company (Delta Sunrise) for the repair/replacement of the Clubhouse's roof; and

**WHEREAS**, Four Seasons responded with a quote, which included a two (2) year rain warranty, totaling TWENTY-ONE THOUSAND NINE HUNDRED EIGHT DOLLARS (\$21,908.00); and

**WHEREAS**, Delta Sunrise responded with a quote, which did not include a rain warranty, totaling TWENTY-THREE THOUSAND FOUR HUNDRED THIRTY-SIX DOLLARS (\$23,436.00); and

**WHEREAS**, the Parks and Recreation Director chose to go with the lowest quote provided by Four Seasons in the amount of TWENTY-ONE THOUSAND NINE HUNDRED EIGHT DOLLARS (\$21,908.00) which included the two (2) year rain warranty, removal and replacement of approximately sixty-three (63) squares of shingles, nails, plumbing boots, and disposal of the damaged roofing materials; and

**WHEREAS**, the Parks and Recreation Department received Purchase Order number 23001386 on June 6, 2023, and forwarded said Purchase Order to Four Seasons so that work could begin on the Clubhouse roof replacement; and

**WHEREAS**, Four Seasons, pursuant to the acceptance of its quote and the Purchase Order, performed the Clubhouse roof replacement as described above on June 7<sup>th</sup> and 8<sup>th</sup>, 2023; and

Agenda Item # 26  
November 7, 2023  
(Hutton, Lumumba)



**WHEREAS**, Four Seasons is a limited liability company, currently in good standing with the Mississippi Secretary of State, formed pursuant to the Laws of the State of Mississippi on June 2, 2004; and

**WHEREAS**, Four Seasons had, at the time of the Clubhouse's roof replacement, and currently has, a Certificate of Liability Insurance on file with the City of Jackson; and

**WHEREAS**, the Parks and Recreation Department received invoice no. 2023-09-06 for the above-described Clubhouse roof replacement from Four Seasons in the amount of TWENTY-ONE THOUSAND NINE HUNDRED EIGHT DOLLARS (\$21,908.00); and

**WHEREAS**, the invoice received from Four Seasons included a work description showing the work that Four Seasons performed in the replacement of the Clubhouse roof including: purchasing and replacing approximately sixty-three (63) squares of shingles, nails, plumbing boots, and disposal of the damaged roofing materials; and

**WHEREAS**, it is in the best interests of the City of Jackson that the above-described Clubhouse roof replacement that has already been performed by Four Seasons be ratified and that payment in the amount of TWENTY-ONE THOUSAND NINE HUNDRED EIGHT DOLLARS (\$21,908.00) be approved and made to Four Seasons; thus

**IT IS HERBY ORDERED** that the Clubhouse roof replacement already performed by Four Seasons is ratified and that payment in the amount of TWENTY-ONE THOUSAND NINE HUNDRED EIGHT DOLLARS (\$21,908.00) for said roof replacement is approved; and

**IT IS FURTHER ORDERED** that a payment in the amount of TWENTY-ONE THOUSAND NINE HUNDRED EIGHT DOLLARS (\$21,908.00) be made to Four Seasons from account no. 404-501.33-6419 for the above-described Clubhouse roof replacement.

**BY: HUTTON, LUMUMBA**

<b>ITEM NO:</b>	
<b>DATE:</b>	

Torri,

This Order is for the roof replacement at the clubhouse at the Pete Brown Golf Facility. This is the one we had a few months ago with the quote from Delta Sunrise Construction company that we weren't sure about.

The City owes Four Seasons Enterprise \$21,908 for the roof replacement. This outstanding invoice was covered in the recent WLBT article.

Pursuant to 31-7-13(b), I believe that the City can safely pay the invoice. Me and Sondra both spoke with the guy at Delta Sunrise at different times and he told us that he did submit his quote to Ison (that quote was for \$23,436). So, technically, Parks did go with the lowest received quote. The roof was replaced in early June.

Thanks,  
Justin

Parks & Recreation Department  
633 North State Street 5<sup>th</sup> Floor  
Jackson, MS 39202  
601-960-0716 (Office)  
601-960-1576 (Fax)  
Website: [www.jacksonms.gov](http://www.jacksonms.gov)



*"One City, One Aim, One Destiny"*

# Memo

**To:** Mayor Chokwe Lumumba  
**From:** Stephen Hutton, Interim Director  
**CC:** Abram Muhammad, Deputy Director  
**Department of Parks & Recreation**  
**Date:** October 31, 2023  
**Re:** **Past Services – Four Seasons Roof Replacement**

---

Order requesting ratification of past services and payments for a rood replacement at the Pete Brown Golf Facility by Four Seasons Enterprises, LLC. in the amount of Twenty-One Thousand Nine Hundred and Eight (\$21,908.00) Dollars.

The Department of Parks and Recreation & the Pete Brown Golf Facility recommends that this Order be submitted for the Council's consideration.

Thank you.

SH/sa

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

DATE: 10/31/2023

<b>P O I N T S</b>		<b>C O M M E N T S</b>										
1.	<b>Brief Description/Purpose</b>	Order requesting ratification of past services and payments for a roof replacement at the Pete Brown Golf Facility by Four Seasons Enterprises, LLC. in the amount of Twenty-One Thousand Nine Hundred and Eight (\$21,908.00) Dollars										
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 7. Quality of Life										
3.	<b>Who will be affected</b>	Parks and Recreation Department										
4.	<b>Benefits</b>	Providing removal and replacement services for a roof, to ensure the safety of patrons and employee at the Pete Brown Golf Facility.										
5.	<b>Schedule (beginning date)</b>	Upon City Council Approval.										
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	Citywide  No										
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	The Parks and Recreation Department										
8.	<b>COST</b>	Twenty-One Thousand Nine Hundred and Eight Dollars (\$21,908.00)										
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	Account No. 404-501.33-6419 \$21,908.00										
10.	<b>EBO participation</b>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	X
		AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	X
		WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	X
		HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	X
		NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	X



**The City of Jackson  
Department of Parks  
and Recreation**

# Memo

**To:** Department of Administration / Purchasing Division  
**From:** Ison B. Harris, Jr., Director, Department of Parks & Recreation *EW*  
**CC:** Shannon Amos, Acting Fiscal Officer, Department of Parks & Recreation  
**Date:** June 2, 2023  
**Re:** Justification for 4 Seasons (Roof Replacement)

---

Parks and Recreation is selecting 4 Seasons over Delta Sunrise Construction Company because, 4 Seasons is providing a (2) year Water Leak Warranty and Delta Sunrise Construction is not offering a Water Leak warranty. If you have questions, please call Director Harris at ext. 0629.

Thanks,

Shannon Amos Acting Fiscal Officer



**Parks & Recreation Department**  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0399 (Office) 601-960-1576 (Fax) 601-624-3190 (Cell)  
Email: [wbrown@jacksonms.gov](mailto:wbrown@jacksonms.gov)



# Department of Parks and Recreation

## Memo

**TO:** Department of Administration / Purchasing Division

**FROM:** Ison B. Harris, Jr., Director,  
Department of Parks and Recreation

**CC:** Shannon V. Amos, Acting Fiscal Officer *SVA*  
Department of Parks and Recreation

**DATE:** June 06, 2023

**SUBJECT:** Justification of Vendor Selection (Roof Replacement)

---

The Parks and Recreations Department is selecting Four Seasons Enterprise, LLC. to complete a Roof Replacement at the Pete Brown Golf Course (3200 Woodrow Wilson Drive, 39213), over Delta Sunrise Construction Company.

Four Seasons Enterprise, LLC. offers a Two (2) Year Rain Warranty, which is included in the cost on the proposal. Delta Sunrise is not offering a Water Leak warranty.

If you have any questions, please call Director Harris at 601-960-0629.

Ison B. Harris, Jr., Director

6/6/23

DATE

Shannon V. Amos,  
*Executive Office Coordinator / Acting Fiscal Officer*



**Parks & Recreation Department**  
1000 Metro Center, Suite 104  
Jackson, MS 39209-7503  
601-960-0399 (Office)  
601-960-1576 (Fax)  
Email: [samos@city.jackson.ms.us](mailto:samos@city.jackson.ms.us)

**FOUR SEASONS ENTERPRISE, LLC**

**Jackson, Mississippi 39211**

**601-331-2828**

**PROPOSAL 5-10-2023**

Submitted:	City of Jackson		iharris@jacksonms.gov
From:	Robert Love	Job Name	Pete Brown Golf Course Project
Four Seasons Enterprises, LLC		Location	Jackson, MS

We hereby submit specifications and estimates for:

Item Description

Four Seasons Enterprises will remove and replace roofing/shingles. The price will include purchasing approximately 63 squares of shingles, nails, Plumbing boots and disposal of roofing material. A two year rain warranty will follow. The price will be \$325.00 per square plus tax.

Grand total for project \$21,908.00

**CITY OF JACKSON  
JACKSON, MS  
REQUEST FOR QUOTE FORM**

**Building: Pete Brown Golf Course**

**Division:** Parks and Recreation  
**Requestor:** Ison Harris  
**Address:** 1000 Metro Center, Suite 104, Jackson, MS 39209

**Phone No:** 601-960-0471  
**Fax No.:** \_\_\_\_\_  
**Date:** May 25, 2023

e No. \_\_\_\_\_ of \_\_\_\_\_ pages

**Quote:** \_\_\_\_\_  
**Vendor Name:** Four Seasons Enterprise, LLC  
**Address:** \_\_\_\_\_  
**City-Zip Jackson, MS** 39211  
**Quoted By:** \_\_\_\_\_

*Signature required*

**Phone No:** 601-331-2828  
**Fax No.:** \_\_\_\_\_  
**Date:** May 10, 2023

**Quote Valid for or until:** \_\_\_\_\_ days

Item No.	Quantity Requested/Units Measure/Sq. Ft./or Sq. Yds.	Description of Items Requested/Manufacturer/Services or work to be performed/Minor Repairs Requested	Unit Price	Total Price
1	1	Removal and replacement of roofing/shingles. The price includes approximately 63 squares of shingles, nails, plumbing boots, and disposal of roofing material with a two-year rain warranty.	\$ 325.00 per sq.	\$ 21,908.00
2				
3				
4				
5				
6				
7				
		<b>TOTAL</b>		\$ 21,908.00



**FOUR SEASONS ENTERPRISES, LLC**

**5822 Canton Park Drive  
Jackson, Mississippi 39211  
601-331-2828**

**Date: 6/9/2023**

**To: Parks and Recreation  
1000 Metro Center  
Suite 104  
Jackson, MS 39201**

**From: Robert Love**

**Subject: Invoice for Services: Inv # 2023-09-06  
Pete Brown Course Golf Roofing Project**

**P.O. # 23001386  
Requisition # 3834  
Vendor # 71310**

**In accordance with the request, Four Seasons Enterprises, LLC has completed work on the following  
(Pete Brown Golf Course Roofing project) Total \$ 21,908.00**

**Work Included: Removal and replacement of roofing shingles and the necessary supplies.**

**Purchase Order attached. Thank you for the opportunity to service the City of Jackson Recreation  
Department.**

  
**Robert Love**



City of Jackson, MS  
 200 South Presidents Street  
 Jackson, MS 39201

B# To

Ship To  
 PARKS AND RECREATION  
 1000 METRO CENTER  
 SUITE 104  
 JACKSON, MS 39209

Vendor  
 FOUR SEASONS ENTERPRISES LLC  
 FOUR SEASONS ENTERPRISES LLC  
 5822 CANTON PARK DR.  
 JACKSON, MS 39211

**Purchase Order**

Fiscal Year 2023 Page 1 of 1  
 Purchase Order  
 Purchase Order Number **23001386**  
 Purchase Order Date 06/08/2023  
 Department **PARKS AND RECREATIONAL SERV**  
 Required By 06/01/2023

City reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-331-2828	RLOVE_MHSM@YAHOO.COM	71310	3834	Shannon Arnos	

**NOTES**

**ROOFING MATERIALS AND SUPPLIES for PETE BROWN GC**

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REMOVAL AND REPLACEMENT OF ROOFING/SHINGLES. PRICE INCLUDES APP 63 SQUARES O SHINGLE, NAILS, PLUMBING BOOTS AND DISPOSAL OF ROOFING MATERIALS WITH A TWO-YEAR RAIN WARRANTY.	10000	BATC	\$21,908.0000	\$21,908.00

Note: Upon delivery of goods or services and receipt of your invoice, your claim for payment will be entered upon the claim document and payment allowed at the next regular meeting of the city council, as prescribed by state law.

Purchasing Manager

Purchase Order Total **\$21,908.00**

Purchase Order



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Cadence Insurance 16 Thompson Park 8553771529 MS 39401	<b>CONTACT NAME:</b> Community Insurance Solutions <b>PHONE (P.C. No. Exp):</b> 855-377-1529 <b>FAX (Ac. No.):</b> 225-490-9226 <b>E-MAIL ADDRESS:</b> cfs@cadenceinsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURER A:</b> Crum and Forster Insurance Company <b>INSURER B:</b> Progressive Gulf Insurance Company <b>INSURER C:</b> AmFed Casualty Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC#</b> 42471 42412 11963

**COVERAGES**      **CERTIFICATE NUMBER:** 269913184      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. CL. TR.	TYPE OF INSURANCE	ADD'L SURR. (INSR. WVD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		EPK142530	1/18/2023	1/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Acty one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		03850221	8/11/2022	8/11/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MS) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WC2280021710	1/18/2023	1/16/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> LIMITER State of MS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Excludes: Angela Jenkins, Member  
 Worker's Compensation provides Waiver of Subrogation in favor of:  
 City of Jackson  
 200 South President St.  
 Jackson, MS 39205

<b>CERTIFICATE HOLDER</b>  City of Jackson 200 South President St. Jackson MS 39205	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

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Name	Name Type
Four Seasons Enterprises, LLC	Legal
Four Seasons Properties, LLC	Previous Legal

### Business Information

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<b>Business Type:</b>	Limited Liability Company
<b>Business ID:</b>	856267
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	06/02/2004
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	4612 Medgar Evers Blvd, 4612 Medgar Evers Blvd Jackson, MS 39213

### Registered Agent

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.me

Robert Love  
5822 Canton Park Drive  
Jackson, MS 39211

### Officers & Directors

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Name	Title
Robert Love 5822 Canton Park Drive Jackson, MS 39211	Member



Office of the City Attorney


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

## OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING ROOF REPLACEMENT AT THE PETE BROWN GOLF FACILITY CLUBHOUSE AND APPROVING PAYMENT FOR SAID ROOF REPLACEMENT TO FOUR SEASONS ENTERPRISE LLC IN THE AMOUNT OF TWENTY-ONE THOUSAND NINE HUNDRED AND EIGHT DOLLARS (\$21,908.00) DOLLARS** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin, City Attorney**

**Justin Powell, Deputy City Attorney** 

  
Date



27





**ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR THE PATHWAYS TO REMOVING OBSTACLES TO HOUSING (PRO HOUSING) GRANT**

OFFICE OF THE  
CITY CLERK  
11/7/23

**WHEREAS**, the overarching purpose of the Pathways to Removing Obstacles to Housing (PRO Housing) Grant is to provide funding to communities to support housing preservation and production and remove affordable housing barriers; and

**WHEREAS**, the City of Jackson's Department of Planning and Development will be applying for this grant through the U.S. Department of Housing and Urban Development; and

**WHEREAS**, applicants are not required to provide a match or cost sharing of requested grant funds; and

**WHEREAS**, the City will be seeking to secure up to \$10,000,000 in grant funds to support affordable housing production and preservation in West Jackson.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute any and all documents and agreements necessary to apply for, and if awarded, to accept and administer the U.S. Department of Housing and Urban Development's PRO Housing Grant.

Item# 27

Date November 7, 2023

By: Dotson, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/24/2023**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR PRO HOUSING PATHWAYS TO REMOVE OBSTACLES GRANT THAT WILL PROVIDE FUNDING FOR COMMUNITIES TO IDENTIFY AND REMOVE BARRIERS TO AFFORDABLE HOUSING AND HOUDING PRODUCTION AND PRESERVATION.</b>
2.	<b>Purpose</b>	Production of affordable housing in the city of Jackson
3.	<b>Who will be affected</b>	City of Jackson
4.	<b>Benefits</b>	
5.	<b>Schedule (beginning date)</b>	Upon approval of grant
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	Ward 4
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b> <input type="checkbox"/></li> <li>▪ <b>Consultant</b> <input type="checkbox"/></li> </ul>	Department of Planning and Development
8.	<b>COST</b>	N/A
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	N/A
10	<b>EBO participation</b>	ABE _____%    WAIVER    yes ___ no ___    N/A ___ AABE _____%    WAIVER    yes ___ no ___    N/A ___ WBE _____%    WAIVER    yes ___ no ___    N/A ___ HBE _____%    WAIVER    yes ___ no ___    N/A ___ NABE _____%    WAIVER    yes ___ no ___    N/A ___



# Memo

**To:** Chokwe Lumumba, Mayor

**From:** Chloe Dotson, Director  
Department of Planning and Development

**Date:** 10/25/2023

**Re:** Agenda Item

Attached is an item for the agenda Order authorizing the mayor to execute any and all documents necessary to apply for pro housing pathways to remove obstacles grant that will provide funding for communities to identify and remove barriers to affordable housing and for housing production and preservation. The Planning Department is seeking to apply for up to \$10,000,000 in grant proceeds.

Please free to contact Chloe Dotson at 601-960-1993 with any questions or clarifications you may have.

Office of the City Attorney

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

JUDGE GIBSON  
\$M  
11/1/23

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR THE PATHWAYS TO REMOVING OBSTACLES TO HOUSING (PRO HOUSING) GRANT** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



11/1/23  
Date

28



**ORDER DENYING THE APPLICATION OF THE GREATER EASTOVER NEIGHBORHOOD FOUNDATION, INC. FOR THE INSTALLATION OF A PUBLIC ACCESS GATE ON MEADOWBROOK ROAD, JUST EAST OF THE EAST RIDGE DRIVE INTERSECTION AT 2206 MEADOWBROOK ROAD. (WARD 1)**

*ALL CITY 11/1/23*

**WHEREAS**, The Greater Eastover Neighborhood Foundation, Inc. hereinafter referred to as "Petitioners", petitioned the City of Jackson, Mississippi to construct a public access gate on Meadowbrook Road, just east of East Ridge Drive intersection at 2206 Meadowbrook Road as shown on Public Access Gate Application #17, located in the City of Jackson, First Judicial District, Hinds County, Mississippi; and

**WHEREAS**, the Petitioners presented their petition pursuant to Section 110-28 of the Jackson Code of Ordinances; and

**WHEREAS**, the Petitioners have, at their own expense, furnished the City of Jackson with plans; and

**WHEREAS**, the Site Plan Review Committee of the City of Jackson, reviewed the petition to erect a public access gate on June 8, 2023, and petitioners addressed all technical objections that were raised by the committee; and

**WHEREAS**, on September 7, 2023, the Site Plan Review Committee voted to deny the Public Access Gate Application. Four (4) members voted to approve, four (4) members voted to deny, and two (2) members abstained; and

**WHEREAS**, the City Council accepts the Site Plan Review Committee' s recommendation for denial.

**IT IS THEREFORE ORDERED** that the application for a public access gate on Meadowbrook Road, just east of East Ridge Drive at 2206 Meadowbrook Road, as shown on Site Plan Review Application #17, be denied.

ITEM# 28

AGENDA DATE: November 7, 2023

BY: DOTSON, LUMUMBA



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET    Date 10/23/23**

<b>POINTS</b>		<b>COMMENTS</b>
<b>1.</b>	<b>Brief Description/Purpose</b>	<b>ORDER APPROVING THE APPLICATION OF THE GREATER EASTOVER NEIGHBORHOOD FOUNDATION, INC. FOR THE INSTALLATION OF A PUBLIC ACCESS GATES ON MEADOWBROOK ROAD, JUST EAST OF THE EAST RIDGE DRIVE INTERSECTION AT 2206 MEADOWBROOK ROAD. (WARD 1)</b>
<b>2.</b>	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4,6&7
<b>3.</b>	<b>Who will be affected</b>	Residents and motorists along Meadowbrook Rd., N. Honeysuckle Ln., Eastover Dr., Dogwood Dr., Sandbridge Rd., East Manor Dr. & Quail Run Rd.
<b>4.</b>	<b>Benefits</b>	Install public access gates
<b>5.</b>	<b>Schedule (beginning date)</b>	Upon Council approval
<b>6.</b>	<b>Location:</b> ▪ <b>WARD</b>  ▪ <b>CITYWIDE (yes or no) (area)</b>  ▪ <b>Project limits if applicable</b>	Ward 1 East Meadowbrook Rd.
<b>7.</b>	<b>Action implemented by:</b> ▪ <b>City Department</b> <input type="checkbox"/>  ▪ <b>Consultant</b> <input type="checkbox"/>	City of Jackson  DEPARTMENT OF PLANNING AND DEVELOPMENT
<b>8.</b>	<b>COST</b>	N/A
<b>9.</b>	<b>Source of Funding</b> ▪ <b>General Fund</b> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	
<b>10.</b>	<b>EBO participation</b>	ABE        _____ %    WAIVER    yes ___ no ___    N/A _____ AABE      _____ %    WAIVER    yes ___ no ___    N/A _____ WBE        _____ %    WAIVER    yes ___ no ___    N/A _____ HBE        _____ %    WAIVER    yes ___ no ___    N/A _____ NABE      _____ %    WAIVER    yes ___ no ___    N/A _____

Department of Planning & Development



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

Chokwe Antar Lumumba  
*Mayor of the City of Jackson*

## MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** Ms. Chloe Dotson  
Director

**Cc:** Ms. LaTonya Miller  
Deputy Director

**Date:** September 15, 2023

**Subject:** Agenda Item for City Council Meeting

Attached you will find an order approving and an order denying the installation of a public access gate on Meadowbrook Road at 2206 Meadowbrook Rd. just east of East Ridge Drive intersection.

The Greater Eastover Neighborhood Foundation, Inc. filed a Site Plan Review Application for the installation of a public access gate on Meadowbrook Road at 2206 Meadowbrook Road just east of East Ridge Drive intersection. The Site Plan Review Committee reviewed the request and has deemed that this item is ready to be placed on the next available City Council Agenda for the Approval or Denial by the City Council. In accordance with Section 110-28, the public access gate ordinance, these two items are to be placed on the Council hearing; and a Public Hearing must be held to seek public input for or against the proposal. After that hearing, the Council is to make a final decision on this application.

**Site Plan Review Findings:** All Site Plan Review Committee members signed off on the review of the above mentioned project(s). Concerns from the Traffic Engineer & Jackson Fire Department were noted.

- Traffic Engineer has concerns with this proposed Gate location and its proximity to the East Manor Drive Public Access Gate.
- Fire Department has concerns over response times.

**Site Plan Review Committee Vote:** On September 7, 2023 the Site Plan Review Committee voted four (4) for approval, four (4) for denial and two (2) abstained.

If you have any questions or comments, please do not hesitate to call me at (601) 960-1172.

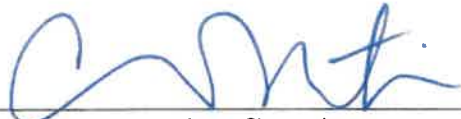
Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER DENYING THE APPLICATION OF THE GREATER EASTOVER NEIGHBORHOOD FOUNDATION, INC. FOR THE INSTALLATION OF A PUBLIC ACCESS GATE ON MEADOWBROOK ROAD, JUST EAST OF THE EAST RIDGE DRIVE INTERSECTION AT 2206 MEADOWBROOK ROAD** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin, City Attorney**

**Kristie Metcalfe, Deputy City Attorney**



11/11/23

**Date**

OFFICE OF THE CITY ATTORNEY  
11/11/23



# Zoning Division City of Jackson

Division  
Post Office  
Jackson, Mississippi  
39201-6000

Case # SITE-23-45

September 12, 2023

DAVIDSON ROBERT D & LISA M  
2206 MEADOWBROOK RD, JACKSON MS  
39211,

## RE: Site Plan Review Committee Comments and Recommendations -

Dear Dana Robertson:

As shown on the enclosed Site Plan Clearance Document, development received clearance on September 7, 2023.

1204.05A Commencement of Project: Applicant(s) shall have one (1) year to commence construction of approved site plans. If work does not commence within this time applicant may request one (1) six (6) month extension. After this period has elapsed applicant shall be required to resubmit site plans for any proposed development.

If you have any immediate questions or concerns, please do not hesitate to contact me at 960-2253.

Sincerely,

**Joseph Warnsley**

**Chairperson, Site Plan Review Committee Coordinator**

**Division of Zoning**

**Department of Planning**

**City of Jackson**

**NOTICE OF PUBLIC HEARING  
PUBLIC ACCESS GATE(S)  
CITY OF JACKSON, MISSISSIPPI**

**GATE NO. 17**

Notice is hereby given the City Council of Jackson, Mississippi will hold a public hearing on **October 24, 2023** at **10:00 a.m.** in Council Chambers at City Hall located at 219 S. President Street for the **Regular Council Meeting** to consider granting approval of the public access gate(s) as outlined in the Jackson Code of Ordinances Section 110-28, Section 5. All interested citizens are encouraged to attend.

**Proposed gate will be located at: 2206 Meadowbrook Road, just east of the intersection at East Ridge Drive.**

WITNESS my signature this **13<sup>th</sup> day of September 2023.**

Joseph Warnsley  
Site Plan Chairperson  
City of Jackson, Mississippi

Publish in the Mississippi Link:

**October 5, 2023  
and  
October 12, 2023**

Send Billing Statement to:

Ms. Dana F. Robertson  
P.O. Box 12255  
Jackson, MS 39236  
[eastover.director@gmail.com](mailto:eastover.director@gmail.com)  
(601) 613-9000

**\*\*Please send Proof of Publication To:**

**City of Jackson  
Zoning Division  
Attn: Joseph Warnsley  
P. O. Box 17  
Jackson, MS 39205-0017**



29





**ORDER ACCEPTING THE QUOTE OF VEHICLE TECHNICAL CONSULTANTS INC. AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER AND RELATED DOCUMENTS WITH VEHICLE TECHNICAL CONSULTANTS INC. TO PROVIDE TRANSIT FLEET TURNOVER INSPECTION**

OFFICE OF THE CITY CLERK  
11/1/23

**WHEREAS**, the City of Jackson (“City”) has determined that it is in the City’s best interest to seek a professional company for the transit fleet turnover inspection of the City’s public transit system; and

**WHEREAS**, on October 24, 2023, the Department of Planning and Development, through its Transit Division, issued a Request for Quotes seeking a qualified contractor to provide transit fleet turnover inspection; and

**WHEREAS**, in response to the Request for Quotes, the Transit Division received a response from two (2) companies qualified to provide the work and materials necessary for the transit fleet turnover inspection; and

**WHEREAS**, the quote of Vehicle Technical Consultants Inc, Inc. in the amount of thirty-four thousand nine hundred and ten dollars (\$34,910.00) was the lowest and most responsive and responsible; and

**WHEREAS**, the Transit Division is recommending that the governing authorities authorize the Mayor to execute a purchase order and related documents with Vehicle Technical Consultants Inc. to supply all labor and materials necessary to provide transit fleet turnover inspection of the City’s public transportation system at a cost not to exceed thirty-four thousand nine hundred and ten dollars (\$34,910.00); and

**WHEREAS**, the Federal Transit Administration will pay eighty percent (80%) of the cost or twenty-seven thousand nine hundred and twenty-eight dollars (\$27,928.00), and the remaining twenty percent (20%) of the cost or six thousand nine hundred and eighty-two dollars (\$6,982.00) will be paid from the Transit Division’s FY2024 budget.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a contract and related documents with Vehicle Technical Consultants Inc. to supply all labor and materials necessary to provide fleet turnover inspection of the City’s public transportation system at a cost not to exceed thirty-four thousand nine hundred and ten dollars (\$34,910.00), with eighty percent (80%) of the cost or twenty-seven thousand nine hundred and twenty-eight dollars (\$27,928.00) to be paid by the Federal Transit Administration and twenty percent (20%) or six thousand nine hundred and eighty-two dollars (\$6,982.00) to be paid from the Transit Division’s FY2024 Budget.

Item No.: 29  
Agenda Date: November 7, 2023  
By: (Dotson, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 11/7/2023**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER ACCEPTING THE QUOTE OF VEHICLE TECHNICAL CONSULTANTS INC. AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER AND RELATED DOCUMENTS WITH VEHICLE TECHNICAL CONSULTANTS INC. TO PROVIDE TRANSIT FLEET TURNOVER INSPECTION</b>
2.	<b>Public Policy Initiative</b> <b>1. Youth &amp; Education</b> <b>2. Crime Prevention</b> <b>3. Changes in City Government</b> <b>4. Neighborhood Enhancement</b> <b>5. Economic Development</b> <b>6. Infrastructure &amp; Transportation</b> <b>7. Quality of Life</b>	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	All citizens and visitors of the City of Jackson
4.	<b>Benefits</b>	All citizens and visitors of the City of Jackson
5.	<b>Schedule (beginning date)</b>	Upon receipt of purchase order
6.	<b>Location:</b>	Department of Planning & Development/Office of Transportation/All Wards
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Office of Transportation
8.	<b>COST</b>	\$34,910
9.	<b>Source of Funding</b> <b>General Fund x</b> <b>Grant x</b> <b>Bond</b> <b>Other</b>	187.565.20.6419: \$34,910.00 Grant (80%): \$27,928.00 General Fund (20%): \$6,982.00
10.	<b>EBO participation</b>	DRE 0.00%      WAIVER    yes ___    no <u>X</u> N/A ___ AABE ___%      WAIVER    yes ___    no ___      N/A <u>X</u> WBE ___%      WAIVER    yes ___    no ___      N/A <u>X</u> HBE ___%      WAIVER    yes ___    no ___      N/A <u>X</u> NABE ___%      WAIVER    yes ___    no ___      N/A <u>X</u>

# MEMORANDUM

**TO:** Choke A. Lumumba, Mayor

**THRU:** Chloe Dotson, Director  
Department of Planning & Development

**FROM:** Christine F. Welch, Deputy Director  
Office of Transportation

**DATE:** October 27, 2023

**RE:** Agenda Item for November 7, 2023 City Council Meeting

The attached agenda item is an order authorizing an agreement with Vehicle Technical Consultants, Inc. to provide a Transit Fleet Turnover Inspection of the City of Jackson's Public Transportation System (JTRAN).

Effective January 1, 2024, the public transportation system (JTRAN) will be operated under a new contract. Prior to this date, there must be turnover of the fleet to ensure that the fleet is in a State of Good Repair. The Office of Transportation has decided that it will be in the best interest of the City of Jackson to obtain a 3<sup>rd</sup> party to conduct a Transit Fleet Turnover Inspection to get an accurate and non-biased assessment of the fleet prior to transitioning to a new contract.

It is the recommendation of the Office of Transportation that this quote be accepted. If you have any questions, please call Christine Welch, Deputy Director (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@jacksonms.gov).

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
11/1/23

## OFFICE OF THE CITY ATTORNEY

---

This **ORDER ACCEPTING THE QUOTE OF VEHICLE TECHNICAL CONSULTANTS INC. AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER AND RELATED DOCUMENTS WITH VEHICLE TECHNICAL CONSULTANTS INC. TO PROVIDE TRANSIT FLEET TURNOVER INSPECTION** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_

Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



11/1/23

\_\_\_\_\_ Date



October 26, 2023

Marilyn Guice, MPA, MBA  
Transportation Planning Manager  
Office of Transportation  
City of Jackson  
1785 Highway 80 W  
Jackson, MS 39204

Ms. Guice;

Vehicle Technical Consultants Inc. (VTC) will be the prime contractor and sole responsible party for this work. VTC is submitting this proposal to City of Jackson in response to your request for quote.

- Vehicle Technical Consultants Inc. will be working primarily from our offices located in the City of Apple Valley, Utah and are incorporated in the same State.
- The contact person will be Ryan Farrar, Junior Partner. His phone numbers are as follows: Phone (951) 897-6707, Fax (866) 211-4254.

VTC specializes in all facets of vehicle maintenance management and transit bus procurement support. Our staff has performed many on-line quality assurance projects, performed maintenance turnover audits, as well as we are under long term contracted with several agencies to perform on going vehicle inspection. Our staff has the depth and knowledge required to manage the maintenance of transit vehicles. We have performed hundreds of maintenance contract turnover audits as well as support many agencies to help them formalize their maintenance practices. This in depth knowledge gives us a keen understanding as to the effects engineering or poor maintenance practices have on transit buses long term. Most significantly we have performed many similar inspections on fleets of like vehicles outlined in this scope of work. (A few of our clients are; Google, Transdev, SF Muni, Las Vegas RTC, and Facebook). With this knowledge we have had some lessons learned that we think will add significant insight to this project.

VTC has been directly involved with many transportation bus projects similar to the requirements set forth here and are fully prepared to perform as phrased an "as is" audit to include costing of parts and labor for all defects cited during the inspection of the fleet. We would like to thank you for the opportunity to submit a proposal for this very important project and know that you will be pleased with our approach and performance as it has proven to be of great success for many other agencies. If you have any questions or concerns regarding this proposal please feel free to contact me at the above referenced number.

Respectfully,

Ryan Farrar  
Junior Partner





### **PROJECT UNDERSTANDING**

City of Jackson has a fleet of 13 Fixed Route, 20 ParaTransit, and 6 Non-Revenue vehicles. City of Jackson desires to have a third party independent inspection team conduct a Vehicle Condition, and Safety Audit of their Fleet. The Audit will include a 100% vehicle condition inspection and assessment, and Parts/Repair Costing.

### **PROJECT TIME LINE**

Inspection to Begin Monday, November 13, 2023 and must be completed by December 04, 2023.

### **SCOPE OF WORK**

#### **Physical Inspection**

- Perform a physical inspection noting all discrepancies as well as photographing all significant repairs that are needed.

Record all defects, define the repairs necessary to bring the vehicles up to the manufacturers recommended specifications and provide standard labor and parts costing to perform the repairs.

VTC inspection efforts will include but not be limited to the following:

- Identification and repair of compressed air, air conditioning, and fluid leaks.
- Torque of critical bolts and fasteners.
- Repair of wiring and protection from abrasion and sharp edges.
- Integrity of circuit terminals in application and installation.
- Condition of floor covering, ducting, interior and exterior panels, molding, supports.
- Proper grade of bolts, appropriate type and application of blind fasteners.
- Proper materials, routing and support of rigid and flexible lines for power steering, transmission, pressure and temperature sensors, coolant, brakes, wheelchair lift primary connections, and manual override.
- Function of heating and air conditioning, piping, sensors, compressor support, and vibration isolation.





- Front suspension and shock absorber operation.
- Junction and component box integrity for electrical components.
- Drive train components and supporting electrical, and fluid systems.
- Verify the proper fastening of barriers, panels, standee rails and seats.
- Seating – Verify condition and function of seating, wheelchair positions and tie downs.
- Verify all doors for appearance, fit, and function, door operating mechanisms that open and lock with or without special tools.
- Inspect engine compartment for proper cleaning and signs of fluid leaks.
- Check door for proper operation speed, sensitive edges and interlock.
- Check air system for air leaks including brakes, suspension, accessories, and throttle.
- Check for body damage and paint deterioration.
- Check for structural damage Weld cracks bent or scared undercarriage components.
- Instrumentation - Verify function, and readability of instrument and indicators.
- Exit Signal - Verify function of chimes switch tapes located near interior lighting fixtures with driver controlled bypass switch.
- Inside Mirror - Verify presence and adjustability of inside mirrors and that they do not obscure right outside mirror.
- Windows - Verify that all windows are free of scratches. Verify proper opening and closing functions and proper weather sealing. Check for proper emergency release function.
- Destination Signs - Verify specified signs, decals, and instruction plates. Verify presence and function of destination signs on the front and right side of coach. In the case of electronic signs check all sign wiring routings, integrity of electronics mountings; verify that monitor matches sign selected; verify illumination with master switch; inspect seal of units and accessibility to windows and mechanism.







- Wheelchair lift – Verify function of all switches, controls, cycle counters, and safety sensors. Verify level, and angles of platform, handrails, and barriers. Verify weight requirements of platform and smooth operation of lift.

#### Exterior

- Body - Inspect for fit and sealing, lack of distortion and strain points at fasteners, proper sealing and finish. Run through bus wash to test for water leakage.
- Rain Gutters - Verify condition of rain gutters over the passenger windows and doors; inspect for dams or obstructions in gutters.
- Doors - Inspect door installation for fit and sealing check for proper closure and tightness. Check for safety control, proper wiring and line routing.
- Exterior lighting - Verify type and function of headlights, marker lamps, turn signals lights, and curb area lighting.
- Outside Mirrors - Verify specified mirrors, rear field of vision.
- Exhaust Locations - Verify specified exhaust pipe routing, straps and proper discharge and absence of leakage.
- Fuel Tank - Verify fuel tank integrity.
- Bumpers - Verify condition.

#### Engine Compartment

- Check for proper line and wire condition; inspect for leaks and possible long-term problem situations.
- Listen for abnormal noises; check for harmonic vibrations in lines, drive train and components
- Batteries - Verify condition of batteries; verify correct positioning and securement.

VTC Will Perform a Road Test of each Vehicle as well.

#### **Reports**

- All reports will outline the current fleet condition by vehicle including photographs of major discrepancies.
- Required repairs or improvements per vehicle.





- Lead Vehicle Inspector will review findings and leave preliminary findings with City of Jackson's Desired Personnel
- VTC will generate and email/send via google drive the Electronic Final Report within 2 weeks of Vehicle Inspection Completions but will supply Defect Sheets for each Bus the same day of Inspection.

**Fees**

The fees for these services will be based on 13 Fixed Route, 20 ParaTransit, and 6 Non-Revenue vehicles. Price includes expenses, management, and reporting. Price will remain in effect for duration of the contract.

Vehicle Inspections & Report - \$790.00 per vehicle x 39 vehicles = **\$30,810.00**  
Parts and Labor Costing - **\$4,100.00**

**Total Cost: \$34,910.00**

**VTC Previous Clients that we have worked with on similar projects are as follows:**

**RTC Las Vegas**

Contact: Julio Ortiz 702-747-0245

VTC recently performed a Turn-Over Audit for the RTC in March – June 2023. This Turnover consisted of over 400 Heavy Duty Buses. We also perform Quarterly Audits of the RTC Fleet.

**AVTA**

Contact: Macy Neshati 661-400-7465

VTC recently performed a 100% Fleet Inspection for the AVTA. We also perform Quarterly Audits of the AVTA Fleet.

**San Luis Obispo Transit**

Contact: Gamaliel Anguiano 805-781-7121

VTC Recently completed a Turnover Audit for the San Luis Obispo fleet.

**RPTA – Mesa, Az**

Contact: Larry Joyner 480-282-1744

VTC Currently Audits the RPTA Fleet Daily. We have 3 full-time Inspectors on-site auditing the fleet daily to ensure their providers are keeping the fleet running to standards.



## **APPENDIX A – SCOPE OF WORK**

The Transit Fleet Turnover Inspection will be conducted at JTRAN Administrative and Maintenance Facility (JAMF) located at 1785 Highway 80 W, Jackson, MS 39204. The inspection will be conducted on Monday, November 13, 2023 and must be completed by Monday, December 4, 2023. A pre-inspection briefing will be on Monday, November 13, 2023.

A detailed fleet listed is provided with this document (Appendix G).

A comprehensive inspection based on industry and manufacturer standards, appropriate for each make and model of vehicles in the JTRAN fleet, shall be used.

The inspection will cover all of the systems of the vehicles including, as the minimum, the following:

- Accessibility and ADA systems
- Air Systems
- Brake Systems
- HVAC Systems
- Destination Signs and Controls
- Differential
- Driver Controls
- Electrical Systems
- Engine and Engine Compartment
- Exhaust and after treatment systems
- Interior Conditions
- Lighting Systems
- Passenger Controls
- Safety Equipment
- Structure and Chassis
- Fuel Tank
- Tires and Wheels
- Transmission and Drivetrain Components
- Digital and Analog Recording Systems
- Camera System
- Automated Vehicle Locator System
- PA Systems
- Mobile Data Terminal
- Fare Collection System

A road test will be performed during the inspection to note any defects and abnormalities. The inspector(s) will also evaluate HVAC performance and record temperature readings. This road test will not exceed 4.5 miles and nor take more than 15 minutes to complete per vehicle.

All defects will be documented in writing with High Quality picture back up when practical.

The final comprehensive report must include repair costs of all defects and/or damages based on industry standards for parts cost and labor hours per defect to correct. The labor rate will be provided at the pre-inspection briefing.

The comprehensive final report assembled should be an overall fleet report and individual vehicle reports must include at the minimum:

- Legible copies of each vehicle inspection with associated pictures
- List of safety defects and required repaired prior to release of vehicle back to service
- Vehicle diagram accompanying each vehicle inspection noting location of body or graphic damage, if applicable
- Summary of defects by: system, location, manufacturer, ADA equipment, and road test

**Vehicle Standards from agreement between City of Jackson and Contractor:**

- a. Vehicle body and all attachments thereto will be free of dents and scratches in excess of 1" in length. All body parts shall be properly attached to vehicle chassis and free of rust.
- b. Exterior paint and decals shall be free from scrapes, scratches in excess of 1" in length, rust and tar. All decals shall be properly applied and free from peeling.
- c. Vehicle tires shall be of proper load range for the vehicle and be of a type equivalent to that originally supplied by the manufacturer. All tires shall be of the same manufacturer and model. All tires will be free from side wall damage, shall have a minimum of 8/32 inch tread depth on front tires and a minimum of 6/32 inch tread depth on rear tires and shall be free from damage due to improper alignment, balancing or curb damage.
- d. Vehicles shall contain a spare tire and wheel meeting the standards of the immediately preceding paragraph if the vehicle was so equipped when purchased by City of Jackson.
- e. Vehicle destination signs, if vehicles are so equipped, shall have all current route indicators and shall be in proper working order.
- f. All vehicle lights shall be in working order.
- g. All decals or painting identifying the vehicle with a prior contractor or other operator shall be removed prior to delivery and all paint damage from said removal shall be properly repaired.
- h. All vehicle doors and windows shall be in proper operating condition and properly sealed against the entry of fumes or water.
- i. All components of the emission control and exhaust system shall be free from leaks, rust and be in proper operating condition. Vehicles shall have current state emission certification, if so required.
- j. Vehicle engine shall be in proper operating condition. Proper condition shall be established through oil analysis and compression testing. If engine has been rebuilt, City of Jackson shall supply documentation of rebuilder and assure CONTRACTOR that engine rebuild meets manufacturers' specifications.
- k. Vehicle transmission shall be in proper operating condition, free from leaks, bad gears or slippage. If transmission has been rebuilt, City of Jackson shall supply documentation of rebuilder and assure CONTRACTOR that transmission rebuild meets manufacturer's specifications.
- l. Vehicle electrical system shall be in proper operating condition. Alternator shall be supplying specified output and battery(ies) shall fall within manufacturers' specifications for output and specific gravity. All vehicle wiring shall be free from fraying and shall be properly loomed and attached to the vehicle in such a way as to prevent fraying. Any alterations to wiring not completed by vehicle manufacturer shall be performed so as to not overload any circuit and not to cause any short circuit.
- m. All heaters and air conditioners shall be free from leaks and shall perform to the manufacturers' specifications.
- n. All brake linings, drums and rotors shall meet manufacturers' specifications and shall have at least 50% life remaining as measured in 32nds of an inch from new. All wheel cylinders and brake lines shall be free from leaks. All brake parts shall be in proper repair.
- o. Vehicle radios, antennas and all other communications devices shall be in proper working order and mounted so as to not constitute a safety hazard.
- p. The wheelchair lift shall meet all current state requirements and be in proper working condition. All wheelchair tie downs and other securement equipment shall be in good condition and not be

frayed or worn so as to constitute a safety hazard. Wheelchair lift interlocks, if so equipped, shall be in proper operating condition and meet state requirements.

- q. Vehicles shall be equipped with a fire extinguisher with current tag, a complete first aid kit, full and complete safety triangle kit and all other safety equipment required by law.
- r. All passenger seats and all other interior surfaces shall be cleaned and free from stains, tears and graffiti. Seats shall be properly secured to the vehicle with the proper grade of securement device.
- s. Vehicles shall have a current preventive maintenance inspection including oil and filter change, transmission service, etc., in accordance with the requirements of CONTRACTOR in this Agreement and state requirements.
- t. Vehicles will have all current required state inspection and registration certificates, if required.
- u. All glass shall be free from chips, scratches and cracks.
- v. All suspension and steering components shall be within the manufacturer's wear limits specifications and free from cracks and leaks.
- w. All other items not specifically listed herein shall be in serviceable condition meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the state and federal government and all requirements contained in this Agreement.

# FLEET INVENTORY

As of 9/20/23

FIXED ROUTE														EQUIPMENT INSTALLED				
Bus#	Vehicle Year	Make/Model or Vehicle Description	Vehicle Length (ft.)	Date in Service	Lift (L) or Ramp(R)	Total Capacity	Wheelchair	Current Mileage - 9/20/23	Engine Replaced?	Date Replaced	Transmission Replaced?	Date Replaced	Engine Mileage	Transmission Mileage	# of Cameras	MDT	Radio	Farebox
800	2017	GILLIG LOW FLOOR	29	4/16/2017	R	29	1	312,455	No	n/a	Yes	11/20/2022	312,455	178,562	9	1	1	1
801	2017	GILLIG LOW FLOOR	29	4/16/2017	R	29	1	349,639	No	n/a	No	n/a	349,639	349,639	9	1	1	1
805	2018	GILLIG LOW FLOOR	40	1/2/2019	R	52	2	237,795	No	n/a	No	n/a	237,795	237,795	9	1	1	1
806	2018	GILLIG LOW FLOOR	35	1/2/2019	R	45	2	245,201	No	n/a	No	n/a	245,201	245,201	9	1	1	1
807	2018	GILLIG LOW FLOOR	35	1/2/2019	R	45	2	215,155	No	n/a	No	n/a	215,155	215,155	9	1	1	1
812	2019	GILLIG LOW FLOOR	35	4/1/2019	R	45	2	221,683	No	n/a	No	n/a	221,683	221,683	9	1	1	1
813	2019	GILLIG LOW FLOOR	35	4/1/2019	R	45	2	216,992	Yes	8/28/2023	No	n/a	198,937	198,937	9	1	1	1
830	2020	GILLIG LOW FLOOR	35	6/11/2020	R	45	2	162,878	No	n/a	Yes	4/25/2023	162,878	143,005	9	1	1	1
831	2020	GILLIG LOW FLOOR	35	6/11/2020	R	45	2	217,988	No	n/a	No	n/a	217,988	217,988	9	1	1	1
832	2020	GILLIG LOW FLOOR (HYBRID)	35	2/2/2021	R	45	2	105,555	No	n/a	No	n/a	105,555	105,555	9	1	1	1
833	2020	GILLIG LOW FLOOR (HYBRID)	35	2/2/2021	R	45	2	118,880	No	n/a	No	n/a	118,880	118,880	9	1	1	1
834	2020	GILLIG LOW FLOOR (HYBRID)	35	1/5/2021	R	45	2	134,855	No	n/a	No	n/a	134,855	134,855	9	1	1	1
835	2020	GILLIG LOW FLOOR (HYBRID)	40	1/5/2021	R	52	2	96,643	No	n/a	No	n/a	96,643	96,643	9	1	1	1

FLEET INVENTORY

As of 9/20/23

PARAMTRANSIT														EQUIPMENT INSTALLED				
Bust	Vehicle Year	Make/Model or Vehicle Description	Vehicle Length (ft)	Date in Service	Lift (L) or Ramp (R)	Total Capacity	Wheelchair	Current Mileage - 9/20/23	Engine Replaced?	Date Replaced	Transmission Replaced?	Date Replaced	Engine Mileage	Transmission Mileage	# of Cameras	Radio	Dropbox	
802	2017	FORD E-460 ALUSTAR	20	11/3/2017	L	13	1	189,364	No	n/a	No	n/a	189,364	169,364	7	1	1	
803	2017	FORD E-460 ALUSTAR	20	11/3/2017	L	13	1	230,794	No	n/a	No	n/a	230,794	230,794	7	1	1	
804	2017	FORD E-460 ALUSTAR	20	11/3/2017	L	13	1	219,175	No	n/a	No	n/a	219,175	219,175	7	1	1	
808	2018	ARBOC SPIRIT OF MOBILITY	25	1/2/2019	R	16	2	131,883	No	n/a	Yes	3/21/2022	131,883	97,268	6	1	1	
809	2018	ARBOC SPIRIT OF MOBILITY	25	1/2/2019	R	16	2	19,551	No	n/a	Yes	5/28/2023	19,551	106,170	6	1	1	
810	2018	ARBOC SPIRIT OF MOBILITY	25	1/2/2019	R	16	2	120,535	No	n/a	Yes	1/11/2022	120,535	75,348	1	1	1	
811	2018	ARBOC SPIRIT OF MOBILITY	25	1/2/2019	R	16	2	102,359	No	n/a	Yes	10/21/2020	102,359	47,242	6	1	1	
824	2019	FORD CHAMPION	19	4/25/2019	R	14	2	130,978	No	n/a	No	n/a	130,978	130,978	7	1	1	
825	2019	FORD CHAMPION	18	4/25/2019	R	14	2	138,605	No	n/a	No	n/a	138,605	138,605	7	1	1	
837	2022	FORD CHAMPION	27	11/1/2022	R	16	5	28,427	No	n/a	No	n/a	28,427	28,427	7	1	1	
838	2022	FORD CHAMPION	27	11/1/2022	R	16	5	28,297	No	n/a	No	n/a	28,297	28,927	7	1	1	
839	2022	FORD CHAMPION	27	11/8/2022	R	16	5	32,233	No	n/a	No	n/a	32,233	32,233	7	1	1	
840	2022	FORD CHAMPION	27	10/19/2022	R	16	5	28,386	No	n/a	No	n/a	28,386	28,386	7	1	1	
841	2022	FORD CHAMPION	27	11/11/2022	R	18	5	26,370	No	n/a	No	n/a	26,370	26,370	7	1	1	
842	2022	FORD CHAMPION	27	1/3/2023	R	18	5	20,859	No	n/a	No	n/a	20,859	20,859	7	1	1	
843	2022	FORD CHAMPION	27	1/3/2023	R	16	5	6,283	No	n/a	No	n/a	6,283	6,283	7	1	1	
MV-21	2018	DODGE MINIVANS		1/2/2019	R	5	2	93,048	No	n/a	Yes	5/2/2022	93,048	83,965	5	0	0	
MV-22	2018	DODGE MINIVANS		1/2/2019	R	5	2	98,372	No	n/a	Yes	10/1/2022	98,372	85,823	5	0	0	
MV-23	2018	DODGE MINIVANS		1/2/2019	R	5	2	108,872	No	n/a	Yes	5/28/2023	108,872	107,451	5	0	0	
MV-26	2018	DODGE MINIVANS		1/2/2019	R	5	2	84,733	No	n/a	Yes	n/a	84,733	84,733	5	0	0	

# FLEET INVENTORY

As of 9/20/23  
SUPPORT VEHICLES

SUPPORT VEHICLES														EQUIPMENT INSTALLED			
Bus#	Vehicle Year	Make/Model or Vehicle Description	Vehicle Length (ft.)	Date in Service	Lift (L) or Ramp (R)	Total Capacity	Wheelchair	Current Mileage - 9/20/23	Engine Replaced?	Date Replaced	Transmission Replaced?	Date Replaced	Engine Mileage	Transmission Mileage	# of Cameras	MCT	Radio
MV-24	2018	DODGE MINIVANS		1/2/2019	R	5	2	71,840	No	n/a	No	n/a	71,840	71,840	5	0	0
MV-25	2018	DODGE MINIVANS		1/2/2019	R	5	2	72,475	No	n/a	No	n/a	72,475	72,475	5	0	0
PT-674	2009	DODGE RAM 3500		6/8/2009		6		131,453	Yes	2/7/2023	No	n/a	127,170	131,453	0	0	1
SUV-69	2014	FORD EXPLORER		3/28/2014		5		73,598	No	n/a	No	n/a	73,598	73,598	2	0	0
TK-989	2020	DODGE RAM 3500		5/4/2020		5		13,859	No	n/a	No	n/a	13,859	13,859	4	0	1
820	2004	GILLIG LOW FLOOR (Training)	40	1/2/2019	R	52	2	604,653	No	n/a	No	n/a	604,653	604,653	9	1	1



## RE: Fleet Turnover Inspections

Ilsa Stancheski <[ilsa@transitresourcecenter.com](mailto:ilsa@transitresourcecenter.com)>

Fri 10/27/2023 1:04 PM

To: Marilyn L. Guice <[mguice@city.jackson.ms.us](mailto:mguice@city.jackson.ms.us)>

Good afternoon Marilyn,

We received the Scope of Work for the Fleet Turnover Inspections @ JTRAN, at this time, TRC will not be able to provide a quote.

Our maintenance team is not available during 10/13/23 – 12/4/23.

Please keep TRC in mind for any future opportunities.

Thank you,

Ilsa



**ILSA STANCHESKI**

*Business Development Proposal Manager*

A 5840 Red Bud Lake Road, Suite 165, Winter Springs, FL 32708

Mobile: 407.633.0226

Email: [ilsa@transitresourcecenter.com](mailto:ilsa@transitresourcecenter.com) |

[www.transitresourcecenter.com](http://www.transitresourcecenter.com)

*NOTE: Florida has a very broad public records law.*

*Your email communications may be subject to public disclosure.*

# ***DS Templeton Enterprises***

1010 E. 9th Place

Mesa, AZ 85203

DS Templeton Enterprises specializes in all vehicle maintenance management, FMVSS vehicle inspections, Pre-Award delivery audits, and other transit bus procurement support. Our key members of Our Staff that will support this project have many years' experience in transit operations, maintenance management and support.

The following is a work plan and scope of work for performing 3-party fleet turnover inspections services.

## **Introduction**

During turnover audits it is critical that all defects are clearly stated so that all parties understand and can quickly identify the defect issues. It is equally important for the on-site contractors to clearly and precisely document the repairs made. That is why DSTE provides in our defect forms a place for the contractor to sign off and document the repairs that have been made. It is in this way that DSTE can easily identify those items that have been repaired and more importantly DSTE can quickly identify those items that have not been repaired.

## **Pre-Audit Meeting**

At the pre-audit meeting it is important that the TIPA project manager, the contractor representative and DSTE are presented so that coordination can be established up front as well as concerns that any of the parties might have prior to the start of the audit. At this meeting we will establish a list of critical data that will serve as the minimum required documentation that we will need to identify cause and effect of the program. It is critical for the success of this estimate that all parties agree to the approach of the costing or the estimates for repairs. This includes parts labor, labor rates, and time. Also it would be prudent to discuss the contract language as it pertains to turning the fleet back over to the Agency and the language and interpretation of the language. If this can be agreed to then it will make this process much easier to accomplish.

## **Fleet Inspections**

We propose that our inspection team (Two inspectors) be on hand at the designated property located in Jackson, Ms. DSTE will inspect the condition of the buses including subassemblies, components, and completed main structures. Specific emphasis will be placed on the overall vehicle condition as it pertains to the operating contract preventive maintenance, Safety, and compliance to FMVSS as well as the Jackson operating contract. The inspection will include undercarriage, electrical, brakes, wheelchair lift, air conditioning, differential, suspension, interior, seating and appearance/aesthetics as well as body condition. We will upon the discovery of any critical discrepancies, document the defect on a down vehicle form and submit it to the local maintenance management. We will take photographs of all critical discrepancies as well as document all discrepancies focusing on poor preventive maintenance. The DSTE inspection team will Take Refractor readings on both the Coolant percentage as well as the Battery charge. We will also document the interior temperatures of both the front and rear AC output.

## **Initial Reporting**

Reporting will include telephone calls to keep the designated TIPA project manager posted on developing issues. Reporting will also include pre audit and post audit meetings with the TIPA staff to insure that the project logistics are clear as well as DSTE will insure that the immediate results are in the hands of both the contractors and the city of Jackson.

The written report shall include, at a minimum, the following items:

Discrepancies in mechanical integrity, visual appearance as well as signs of lack of proper maintenance.

- Photographs of all significant discrepancies.
- Discrepancies in maintenance practices as compared to manufacturers recommended practices, the TIPA operating contract as well as federal state and governmental compliance.
- Discrepancies related to inadequate PMI Schedules or practices.
- An outline of required and recommended steps that need to be taken in order to bring the vehicles up to proper expectations and compliance.

# ***DS Templeton Enterprises***

1010 E. 9th Place

Mesa, AZ 85203

- A list of all downed buses and the defects that they were downed for.
- The readings for the A/C coolant and Interior Temperatures will be documented on both the individual bus inspection as well as an overall readings document for all buses.

All of the above mentioned documentation that DSTE will prepare for each vehicle becomes a part of the vehicle final report that is prepared at the end of the inspection program. The final report will include a narrative of the overall process and summary of inspection.

## **Final Report**

The Final report will consist of the defect sheets by bus, overall defects by operation, and remaining defects by operation, as well as a systems defect total and graphic which identifies the fleet system failure trend. In addition to the overall remaining defects. DSTE will provide an overview of the suggested cause of the defects including improper documentation, improper maintenance schedules, as well as lack of action by the contractor.

## **FIRM BACKGROUND**

Darrel Templeton established Templeton Enterprises in 2005 bringing over 10 years of experience in the field of transit fleet maintenance. Mr. Templeton has brought together a team of results oriented, nationally recognized, professionals in the maintenance field.

Templeton Enterprises provides assistance to fleet operations in identifying and solving all facets of vehicle maintenance and operational issues. Our staff is equipped with the background, knowledge, and experience required working with both the public and private sector. This includes: Cities, counties, transit agencies, school districts, and tour bus companies, in achieving the objectives for effective fleet operation and maintenance.

Our primary goal is to provide quality and competent work, as well as customer satisfaction on every job. A senior professional personally and individually evaluates each assignment. Depending on the project's needs, staff members are then specifically assigned based on knowledge and skills that can accurately provide the assistance that each project requires. Combinations of team members include: Management specialists, maintenance experts, engineers, equipment specialists, and operations analysts.

Since its inception, Templeton Enterprises has expanded the scope and diversity of its services to keep pace with clients' needs. The number of assignments that are with previous clients or direct referrals has measured our success.

## **PROJECT TEAM MEMBERS**

DS Templeton Enterprises utilizes a team of professionals that have over 300 years combined experience in their fields of specialty. Listed below is some of our team...

- **Darrel Templeton**  
Has over 20 years of experience in the maintenance of buses. Mr. Templeton has worked in all aspects of Maintenance processes.
- **Jeff Ewald**  
Has over 10 years of experience in the maintenance of buses. Mr. Ewald has inspected fleets of coaches for many years. The past 5 years he has been a resident inspector for Templeton Enterprises in Mesa, Arizona. Mr. Ewald is a veteran of the Iraq war.
- **Joseph Templeton**  
Joseph has extensive experience in performing final acceptance and the ultimate quality control of vehicles, more specifically, buses. Joseph has been a member of the team for 5 years and recently acquired his pressure tank inspection certificate.

## **Pricing:**

***DS Templeton Enterprises***

1010 E. 9th Place

Mesa, AZ 85203

The Inspection will be performed at the Rate of \$900.00 per Bus. This rate is based on a Minimum of 35 Buses Inspected and is All Inclusive of Travel Costs and Repair Costing.

\$975.00 x 39 vehicles = \$38,025.00



30



**ORDER ACCEPTING THE PROPOSAL OF SP PLUS CORPORATION TO PROVIDE METERED PARKING SYSTEM OPERATION MANAGEMENT, AND ENFORCEMENT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT**

OFFICE OF THE CITY ATTORNEY  
11/7/2023

**WHEREAS**, the City of Jackson advertised for proposals for a smart parking meter system complete with associated software, data, operational support, staff, programming management and maintenance, along with any additional or related services that might complement the core vendor services that were the purpose of request for proposals; and

**WHEREAS**, one proposal was received from SP Plus Corporation, in response to the City's advertisement for bids and was opened on March 21, 2023 and

**WHEREAS**, SP Plus Corporation ("SP Plus") is a Delaware Corporation duly registered to do business in Mississippi; and

**WHEREAS**, the City and SP Plus have negotiated an agreement whereby SP Plus will operate and maintain a metered parking system to be composed of new multi-space digital pay stations and provide enforcement of City ordinances for parking within the area of the City authorized by the City Council to provided metered parking; and

**WHEREAS**, SP Plus will collect all the revenues generated by the metered parking system and from enforcement of parking violations associated with the parking meters; and

**WHEREAS**, SP Plus will use these revenues to pay all the expenses associated with the operation and maintenance of the metered parking system and enforcement of City parking ordinances in the designated area; and **WHEREAS**, the base management fee will be paid from the revenue generated by the metered parking system and enforcement of City parking ordinance in the designated area; and

**WHEREAS**, SP Plus will also be paid a base management fee of \$94,500.00 annually, in twelve (12) equal monthly payments, which will be subject to an annual adjust for inflation that will not exceed 5% in any single year; and

**WHEREAS**, SP Plus will be entitled to receive an incentive fee of 2% of gross revenues for the year less operating expenses and less the base management fee earned during the year; and

**WHEREAS**, the agreement provides for an annual review of operations, at which time, the City will be entitled to a payment from the revenues from the previous year in an amount that will not cause the operating account to have less than one month's operating expenses; and

**WHEREAS**, SP Plus will incur capital expenses that include parking meters, vehicles and equipment to be used in enforcement; and

**WHEREAS**, the capital expenses incurred by SP Plus will be paid according to an amortization schedule that will allow the capital equipment and vehicles to be paid off during the initial term of the agreement and become the property of the City at that time; and

Agenda Item # 30  
November 7, 2023  
DOTSON, LUMUMBA



**WHEREAS**, in any month where there are insufficient funds to pay operating expenses and the base management fee, the City will be responsible for paying the monthly charge for these the payment of these capital expenses; and

**WHEREAS**, the initial term of the agreement will be five (5) years from the date the first parking meters are commissioned for use and may be renewed for an additional five (5) years upon the mutual agreement of the parties: and

**WHEREAS**, the agreement may be terminated for the following reasons:

For cause upon on fourteen (14) days notice if a monetary breach or thirty (30) days notice if a non-monetary breach;

Either party may terminate if the other party files for bankruptcy, effective upon giving notice; or

After the first twelve (12) months of the initial term, if there exists an insufficient balance in the operator's revenue account to pay the management fee and operating expenses when due and payable for any period of three (3) consecutive months, the SP Plus shall be entitled to terminate the agreement by providing thirty (30) days written notice to the City.

**WHEREAS**, upon termination of the agreement prior to the expiration of the initial term, the City will be required to pay any outstanding operating expenses, base management fee earned, incentive fee earned, and the outstanding amount of principal remaining on the capitalized equipment and vehicles, within forty-five days of the effective date of the termination; and

**WHEREAS**, pursuant to the agreement, SP Plus will provide the following services:

1. Monitor Metered Parking System Activities effectiveness.
2. Collect, maintain and analyze parking data for the purpose of making recommendations to the City for improving operations and enforcement, as well as maximizing revenues.
3. Provide recommendations for parking fees and policies; provided, however, the City shall retain sole authority to set and/or approve all fees and policies.
4. Respond to parking complaints and public inquiries. Operator shall log all complaints and document the resolution of same.
5. Implement and continue a public information program approved by the City.
6. Observe and comply with all applicable federal, state, or local laws.
7. Coordinate parking matters with local businesses.

8. Purchase all materials, equipment and supplies necessary to carry out all parking operation and parking enforcement functions.
9. Engage third party contractors, to the extent necessary, to provide the full scope of services, subject to City approval.
10. Attend regular meetings at the request of City administration to review and discuss parking matters.
11. Oversee day-to-day parking operations and respond to all field-related parking activity concerns with City parking facilities.
12. Install, maintain, relocate and replace parking meters, pay stations, and other parking equipment as necessary.
13. Hire and manage all parking related staff. Staff shall be fully trained, competent, and qualified with the skills and experience necessary to properly perform their assigned responsibilities.
14. Perform background and drug screening for all staff hired to provide services to the City.
15. Designate a manager who shall oversee parking operations to ensure high quality service and parking staff performance.
16. Ensure that all personnel interacting with the public are in uniform and are maintaining a clean, orderly appearance. The uniform must display City approved insignia that clearly identifies staff as being responsible for City parking services.
17. Ensure that all personnel issuing parking citations are properly trained and certified.
18. Enforce City parking restrictions for on-street parking, including through the issuance of administrative and/or civil parking citations in accordance with City ordinances/policies.
19. Participate in a multi-step adjudication process, whereby the initial administrative review is conducted by Operator staff, a secondary administrative review is conducted by the Operator's general manager, and a third step allows for an administrative hearing to be conducted by an appointed magistrate within the City.
20. Manage the financial activity of the parking system to include collecting and depositing all parking revenues and paying all parking related expenses in a timely manner and the technology relating to on-street digital meters, phone and on-line apps, and collection technology;

21. Maintain detailed financial records. These records shall be open to the City and available to the public through public records requests made pursuant to the Mississippi Public Records Act.
22. Pursue collection of outstanding fees for parking violations, which may be accomplished by contracting with a collection agency.
23. Retain vendors to perform booting services if required by the City.
24. Engage outside vendors to perform the following Services:
  - a) Flowbird to allow for payment at City parking meters.
  - b) Passport to allow for payment from mobile applications and for payment collections.
25. Inventory and remove existing parking meters and replace them with new digital pay stations. Maintain the new digital pay stations.
26. Acquire vehicles equipped with license plate recognition cameras necessary to perform the services.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute a management agreement with SP Plus Corporation for metered parking system operation, maintenance, and enforcement services consist with the contract terms set forth above.



**City of Jackson  
Department of Planning & Development**

**Council Agenda Item Memorandum**

**To:** Honorable Chokwe A. Lumumba, Mayor

**From:** Chloe Dotson, Director  
Department of Planning & Development

**Date:** November 1, 2023

**Agenda Item:** **ORDER ACCEPTING THE PROPOSAL OF SP PLUS CORPORATION TO PROVIDE METERED PARKING SYSTEM OPERATION, MANAGEMENT, AND ENFORCEMENT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT**

**Council Meeting:** Regular Council Meeting, November 7, 2023

**Purpose:** To enter into an agreement for the operation, maintenance, and enforcement of the City's metered parking system

**Cost:** Cost will be paid from revenues generated by the metered parking system

**DPD Manager:** Chloe Dotson

**Background:** This agenda item will authorize an agreement with SP Plus Corporation, a Delaware corporation with extensive experience in managing metered parking systems, in addition to managing parking garages. The agenda item describes the agreement and a final draft of the agreement is attached for the City Council's recommendation.

In general terms, SP Plus Corporation will create, operate, and maintain, a new metered parking system for the City using the revenue the metered parking system and the enforcement of the parking ordinances in the designated area for metered parking will generate.

The City will pay SP Plus Corporation a management fee of \$94,500.00 annually along with a 2% incentive fee from the generated revenue. The only potential out-of-pocket funds the City will pay would be if the revenues generated during a month are insufficient to pay the operating expenses, management base fee, and the capital costs for that month.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 1, 2023  
DATE

(as revised 3/6/01)

POINTS		COMMENTS																																													
1.	<b>Brief Description / Purpose</b>	<b>ORDER ACCEPTING THE PROPOSAL OF SP PLUS CORPORATION TO PROVIDE METERED PARKING SYSTEM OPERATION, MANAGEMENT, AND ENFORCEMENT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT</b>																																													
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	6. Infrastructure and Transportation 7. Quality of Life																																													
3.	<b>Who will be affected</b>	Citizens of Jackson (should provide additional revenue for City)																																													
4.	<b>Benefits</b>	Will modernize street parking in the areas of the City designated for metered on-street parking and all of the City to realize additional revenue from on-street, metered parking.																																													
5.	<b>Schedule (beginning date)</b>	Following signature of the agreement																																													
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	Area of the City designated for on-street, metered parking																																													
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Planning and Development																																													
8.	<b>COST</b>	There should be no cost to the City, as the operating expenses, monthly capital charges, and management fees are paid from the metered parking system revenue.																																													
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input checked="" type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	Any costs would be paid from Parking Meter line items—001.46130.- ---																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
Post Office Box 2179  
Jackson, Mississippi 39202-1179  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1756  
11/1/23

## OFFICE OF THE CITY ATTORNEY

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This **ORDER ACCEPTING THE PROPOSAL OF SP PLUS CORPORATION TO PROVIDE METERED PARKING SYSTEM OPERATION, MANAGEMENT, AND ENFORCEMENT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

11/1/23  
DATE

## MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the \_\_\_\_ day of November 2023, by and between the City of Jackson (“**City**”), and SP PLUS CORPORATION, a Delaware corporation (“**Operator**”).

### RECITALS:

WHEREAS, the City is seeking an operator to operate the City’s Metered Parking System, provide parking enforcement, and citation collections; and

WHEREAS, Sections 63-3-211, 21-37-3, and 21-17-5 of the Mississippi Code of 1972, as amended, authorize the City to regulate parking on the public streets over which the City has jurisdiction; and

WHEREAS, Section 21-37-29 of the Mississippi Code of 1972, as amended, authorizes the City to purchase, lease, or otherwise acquire, and to install and maintain parking meters for the regulation of the parking of vehicles on the municipal streets; and

WHEREAS, Section 21-37-29 of the Mississippi Code of 1972, as amended, further authorizes the City to prescribe, by ordinance, reasonable rules and regulations for the use and operation of same, and to provide and prescribe penalties for the violation of such rules and regulations; and

WHEREAS, Section 21-37-29 of the Mississippi Code of 1972, as amended, further authorizes the City to fix, prescribe, and collect fees for the use of the parking space adjacent to any such meters and to require that such fee shall be paid by the deposit of the appropriate coin or coins in such meters; and

WHEREAS, the City has exercised such authority by enacting various ordinances, including, but not limited to, Sections 118-371 thru -382 of the City of Jackson Code of Ordinances; and

WHEREAS, Section 21-17-5 of the Mississippi Code of 1972, as amended, commonly referred to as the Municipal Home Rule Law authorizes the City to enter into a contract with a private entity to operate and maintain the City’s Metered Parking System; and

WHEREAS, the City issued its REQUEST FOR PROPOSALS (RFP) FOR DOWNTOWN PARKING METER PROJECT on March 1, 2023 and received one proposal from SP PLUS Corporation; and

WHEREAS, Section 21-37-32 of the Mississippi Code of 1972, as amended, authorizes the City to delegate the enforcement of its City Parking Ordinances as follows:

A municipality, by ordinance duly spread upon its minutes, may delegate to an appropriate private enterprise with whom the municipality contracts all or part of the authority to enforce any ordinance concerning the regulation of parking within the confines of the municipality or any part thereof, including, but not limited to, penalties for violations, deadlines for the payment of fines and late payment



penalties for fines not paid when due. The delegating ordinance may also provide that a summons or parking citation for the violation may be issued by a uniformed law enforcement officer, uniformed law enforcement employee or by uniformed personnel employed by the delegate serving under contract with the municipality.

WHEREAS, the Mayor is presenting contemporaneously with the order authorizing the Agreement to the City Council the requisite ordinance necessary to delegate the authority to enforce its City Parking Ordinances to an appropriate private enterprise; and

WHEREAS, Operator is an experienced operator and manager of municipal on-street parking operations; and

WHEREAS, the parties desire to enter into an agreement whereby Operator will manage parking on designated City streets and provide enforcement of such parking on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **DEFINITIONS.** Unless otherwise specified or the context otherwise requires, for the purposes of this Agreement, the following terms have the following meanings:
  - 1.1. **"Applicable Law"** means, according to the context, the ordinances of the City of Jackson, as amended, the laws of Mississippi, or the laws of the United State of America.
  - 1.2. **"Approval", "Approved", "Approves", "Approved by the City"** and similar expressions mean approved or consented to by the City in accordance with the provisions of Section 2.
  - 1.3. **"Business Plan"** means the document approved by City as part of this Agreement and then updated and approved from time to time by Operator and City as detailed herein. Operator will operate the Metered Parking System in accordance with the Business Plan and all actions taken by Operator in accordance with the Business Plan are hereby Approved and overseen by the City. The Business Plan will at all times detail how Operator will achieve City's goals under this Agreement while operating the Metered Parking System. The Business Plan, as updated from time to time, must include: (i) an executive summary providing an overview of the Metered Parking System performance to date and a narrative description of the business, operations, and activities to be implemented to generate Gross Receipts; (ii) Operator's marketing strategy and communications strategy for the Metered Parking System (to include but not be limited to stakeholder outreach and public education and outreach); (iii) the Operations Plan to include customer service and an Operating Expense budget for the next Year and forecasted for the succeeding five Years; (iv) Operator's business plan for generating Other Project Revenues, if any; (v) financial forecasts for Gross Receipts, including Other Project Revenue, if Other Project Revenue is applicable; (vi) an overview of the industry and market, including opportunities and competitive challenges; and (vii) the metrics by which the Operator will aim to fulfill the

City's objectives. The Business Plan will also detail the process, timelines and procedures by which Operator intends to operate the Metered Parking System on the City's behalf and as City's agent, including providing processes for taking parking spaces temporarily out of service and the day-to-day operations of Metered Parking Activities, including, but not limited to, setting forth the time periods necessary for placement and removal of taking parking spaces temporarily out of service. Should the scope of operations performed by Operator be expanded, the expectation is that the Business Plan would be expanded to include additional services, such as the following: practices and procedures for the issuance of right-of-way permits, including the permitting and regulation of street lane vacations for construction use. The Business Plan will include intended staffing, procedures for Metered Parking Fee collection, enforcement, administrative appeal, and collection of all fines and late payment charges, and all other processes and procedures to be implemented to run the Metered Parking System on behalf of the City, including customer service, user education, stakeholder engagement. The Business Plan must at all times provide for the operation of the Metered Parking System in accordance with the Operating Standards, the City Parking Ordinances, Applicable Law.

- 1.4. "**Citation Fees**" means the funds collected by the Operator on City's behalf and as City's agent for fines assessed by the Operator for violations of City Parking Ordinances.
- 1.5. "**City Parking Ordinances**" means those ordinances found in Chapter 118 of the Jackson Code of Ordinances, as amend relating to the parking of motor vehicles, including by not limited to, Divisions 1 and 2 of Article VI.—Stopping, Standing, and Parking, found at sections 118-316 thru 118-332 that generally apply to the parking of vehicles in City rights-of-way and specifically refer to metered parking.
- 1.6. "**Commencement Date**" means the date that is sixty (60) days after the date the Metered Parking Devices installed by Operator are first commissioned for public use as memorialized in writing by the parties. In the event that the Metered Parking Devices are commissioned in phases and not at the same time, the Commencement Date shall be the date of the first Metered Parking Device commissioning, as memorialized in writing by the parties.
- 1.7. "**Designated Streets**" means those streets depicted in Diagram 1 attached hereto as Exhibit F on which Metered Parking Devices may be installed, Operator will enforce City Parking Ordinances, and which may be revised pursuant to City Parking Ordinances.
- 1.8. "**Gross Receipts**" means all Metered Parking Fees and Citation Fees derived from the Metered Parking System and collected by Operator, less (i) any refunds, discounts and allowances made by Operator to customers, (ii) Payment Processing Fees, and (iii) fees for use of any customer-facing technology solutions used for the Services including, without limitation, Sphere Commerce™ or Parking.com (if applicable). In the event that City Approves the sale of advertising on Metered Parking Devices or Approves any activity relating to Metered Parking Activities that generates Other Project Revenue, such Other Project Revenue shall be included in Gross Receipts.

- 1.9. **“Metered Parking Activities”** means the activities to be performed by Operator as City’s agent and as the grantee of the rights granted Operator under this Agreement. Meter Parking Activities includes, without limitation, all activities relating the management, on City’s behalf and as City’s agent, of the day-to day operations of the Metered Parking System in accordance with the Business Plan and applicable City, State, and Federal law, including: (i) identification, purchase, storage, installation, maintenance, operation, and removal of Metered Parking System equipment, materials, and services to promote the efficient utilization and profitability of the Metered Parking System; (ii) the collection of data necessary to support issuance of parking violations by Operator; (iii) the issuance of parking violation citations; (iv) the administration of a citation review process, including participation by a Municipal Court Judge; (v) the collection, as City’s agent, of Metered Parking Fees, for deposit into the Operator’s Revenue Account; (vi) the collection, as City’s agent, of fines for parking violations (vii) the licensing and contracting for equipment, services, data, and systems to optimize the utility of the Metered Parking System and which the City’s Designee approves in accordance with the Business Plan; and (viii) such other activities reasonably relating to the operation of the Metered Parking System that City directs Operator to perform under this Agreement from time to time.
- 1.10. **“Metered Parking System”** means the Metering Devices located on Designated Streets, supporting structures, computer systems and software used in connection with the administration of Metered Parking Spaces and the collection of Metered Parking Fees therefore, equipment, computer systems and software used in connection with enforcement of City Parking Ordinances and all improvement of any and every kind whatsoever forming a part of and used in connection with the operation and maintenance of the metering system associated with the Metered Parking Spaces (including all Metering Devices but excluding any interest in the streets, sidewalks, paving, or similar real property).
- 1.11. **“Metered Parking Fee”** means the fee charged by Operator on City’s behalf and as City’s agent as consideration for the privilege of parking a motor vehicle or otherwise making use of Metered Parking Spaces.
- 1.12. **“Monthly Report”** means a standard monthly reporting statement provided to the City by Operator, through ClientView, showing all Gross Receipts, Operating Expenses, the Management Fee earned (if any), and Net Profit for the preceding month, and a general journal and revenue summary. If the City requests a customized reporting statement, additional charges will apply as an Operating Expense.
- 1.12. **“Metering Devices”** means the parking meters, pay and display stations, electronic metering devices, APIs on mobile phone devices, APIs on automobile dashboards, mobile sensors and other similar devices or measurement systems that may be used from time to time in connection with the Metered Parking System Operations to measure utilization of Metered Parking Spaces, including any shelters used to guard the devices and patrons from

the elements utilized by Operator and any other future technology that may be used to perform the Metered Parking System Operations.

- 1.13. **“Metered Parking System Operations”** means (i) the operation, management and maintenance of the Metered Parking System, (ii) the issuance, processing and collection of parking tickets or citations for violations of City Parking Ordinances with respect to the Metered Parking Spaces pursuant to this Agreement, and (iii) all other actions relating to the Metered Parking System that are performed by or on behalf of Operator as City’s agent pursuant to this Agreement.
- 1.14. **“Metered Parking Spaces”** means those on-street parking spaces or curb areas for which, during periods of time, City requires the payment of a Metered Parking Fee for parking a motor vehicle or other use at that space or place for a limited period of time and such designation is effective for all purposes of this Agreement.
- 1.15. **“Net Profit”** means the balance remaining after deducting the Operating Expenses and Operator’s Management Fee (defined below) from Gross Receipts. All Net Profit shall be paid to City concurrently with delivery of the monthly statement required in Section 8. City will provide a W-9 tax form to Operator along with electronic payment information so Operator may transfer Net Profit by ACH transfer. “
- 1.16. **“Operating Expenses”** means all the expenses of managing and operating the parking services Operator may purchase/incur as City’s agent in accordance with the terms of this Agreement and Business Plan and as set forth in the one-year Approved Budget, a copy of which is attached hereto as Exhibit C. Operating Expenses shall include but shall not be limited to:
  - 1) Payments and deposits for unemployment insurance, social security taxes, workers’ compensation insurance, disability benefits, and other similar taxes for on-site Employees directly engaged in the parking operation, but expressly excluding Operator’s administrative and clerical staff not directly engaged in the parking services;
  - 2) Payroll expenses and applicable payroll taxes, including, but not limited to, vacation pay, sick pay, personal day pay, holiday pay, retirement, pension and health and welfare programs, for on-site Employees directly engaged in the parking services and certain allocations for off-site Employees directly engaged in the parking services;
  - 3) An equitable allocation of Insurance costs to the extent required of Operator in this Agreement
  - 4) Employee training and safety incentive programs for on-site personnel;

- 5) Payment to independent contractors performing maintenance and repair services in connection with providing the services;
- 6) On-site telephone, cellular, and data communication charges to the extent that such charges are directly related to the parking services;
- 7) Fees for license, permits, approvals and bonds required for the parking services, including a charge assessed for the processing of any initial or renewal license application.
- 8) Advertising and promotion costs;
- 9) Sundry items such as uniforms, tickets and janitorial supplies;
- 10) Normal maintenance and repairs in connection with the parking services;
- 11) First month's change funds/petty cash advanced by Operator (if applicable);
- 12) Citation processing costs;
- 13) Costs of hardware, software, and equipment to perform the Services;
- 14) Compliance with governmental laws, regulations and payment card industry standards;
- 15) Maintenance and repair to be performed by Operator;
- 16) Mystery shopping services;
- 17) The Monthly Charges;
- 18) Fuel;
- 19) Any applicable Sales Tax;
- 20) Telephone;
- 21) Utilities (except to the extent paid directly by City);
- 22) Bookkeeping and administrative services;
- 23) Automobile allowances;
- 24) Employee recruitment, training and ongoing employee relations;
- 25) Computerized accounts receivable service;
- 26) Banking and credit card system services;

- 27) Postage and freight; tickets, paper and reporting forms;
- 28) Accounts payable and insurance claims processing;
- 29) Customer convenience fees generated through mobile payment transactions.
- 30) Health insurance, worker's compensation insurance employer's liability insurance, general liability insurance, automobile insurance, garage liability or commercial general liability insurance, comprehensive crime insurance, and umbrella liability insurance coverage, at rates established by Operator (but in no event to exceed the rates contained in the Approved Budget); and
- 31) Deductibles established by Operator for insured losses attributable to the Operator's services (plus attorney's fees and court costs to defend City and/or Operator in actions brought to recover damages for such losses).

- 1.17. **"Operating Standards"** means the standards, specifications, policies, procedures and processes that apply to the operation of, maintenance of, and rehabilitation of the Metered Parking System set forth in Exhibit B, submitted by Operator to the City. To the extent that any term or provision set forth in Exhibit B or incorporated by reference in Exhibit B conflicts with any term or provision specified in this Agreement, then such term or provision of this Agreement shall govern and shall supersede any such conflicting term or provision.
- 1.18. **"Operator's Revenue Account"** means a federally insured bank account maintained by Operator in connection with its Services under this Agreement.
- 1.19. **"Other Project Revenue"** means any fees or revenues generated through the sale of advertising on Metered Parking Devices and any fees or revenues generated through activities relating to Metered Parking Activities Approved by the City.
- 1.20. **"Payment Processing Fees"** means credit card, debit card, electronic funds transfer or other payment processing fees.
- 1.21. **"Sales Tax"** means sales, parking, use, excise, gross receipts or other tax or charge due the taxing authorities.
- 1.22. **"Services"** means the administration, management, and operation services, as set forth in Exhibit A that the Operator has agreed to provide to the City in exchange for the Management Fee and for the Incentive Fee.
- 1.23. **"Transition Date"** means the date fourteen (14) days after the date of the Agreement.
- 1.24. **"Year"** means the City's fiscal beginning on October 1 of the calendar year and ending September 30 of the succeeding calendar year.

**2. Approvals, Consents and Performance by the City.**

2.1. *Procedures.* Wherever the provisions of this Agreement require or provide for or permit an Approval or Consent by the City of or to any action, person, document, or other matter contemplated by this Agreement, Operator shall seek such Approval through the person designated in Section 21.1. The City shall have the right to require the submission of reasonable supporting documentation or other information in connection with a request for Approval or Consent. The City will respond to requests for Approval within a reasonable time, taking into account the urgency and complexity of the request. City shall not unreasonably withhold Approval. Nothing herein shall be construed as a limitation on the authority of the City Council to approve or consent where required by Applicable Law, in the City's reasonable judgment. With respect to the submission by Operator of any Business Plan or amendment or update thereto and any budget, such amendment or update to the Business Plan or any budget will be deemed to be Approved, if the City has submitted no written response within thirty (30) days following its receipt by the City. All Approvals must be in writing from the City's Representative, unless the Approval being sought is an amendment to the terms of this Agreement or the attached Diagram, but not including amendments to the Exhibits or Schedule, in which case the Approval must be given by the City Council by Order recording in its minutes.

2.2. *Approved Documents.* Subject to the other provisions hereof, wherever in this Agreement an Approval by the City is required with respect to any document, proposal, certificate, plan, drawing, specification, contract, agreement, budget, Exhibit, report or other written instrument whatsoever, following such Approval such document shall not be amended, supplemented, replaced, revised, modified, altered or changed in any manner whatsoever without obtaining a further Approval in accordance with the provisions of this Section 2.

3. **RETENTION OF OPERATOR.** City hereby grants to Operator and Operator hereby accepts the exclusive right and obligation of administering, managing, operating, and maintaining the Metered Parking System.

4. **TERM.**

4.1. The initial term of this Agreement shall be for sixty (60) months from the Commencement Date and ending on the last date of the sixtieth full calendar month following the Commencement Date (the "**Initial Term**"), unless terminated earlier as provided in this Agreement.

4.2. After the Initial Term, on the mutual agreement of the parties this Agreement may be renewed for an additional five (5) years (the "**Renewal Term**"), unless terminated earlier as provided in this Agreement.

5. **SCOPE OF SERVICE.** Operator shall provide the Services agreed to under this Agreement to the City in accordance with the Business Plan, the Operating Standards, and the City Parking Ordinances, as well as any Applicable Law.



6. **BUSINESS PLAN.** Operator shall provide City with its initial, proposed Business Plan and budget within fourteen (14) days of the Transition Date. Operator shall annually prepare and deliver to City a proposed budget for the coming Year, including the most recent, available balance of the Operator's Revenue Account and reasonable projects as to its monthly balance through the end of the current Year, and updates to the Business Plan, for City's reasonable Approval for the forthcoming Year. For each Year following the initial Business Plan budget, the Operator shall submit to the City by July 1, prior to the beginning of the new fiscal year on October 1, its budget for the forthcoming Year, along with any updates or amendments to the Business Plan for Approval by the City. If at any time during the period covered by an Approved budget it appears to Operator that the actual total of its Operating Expenses is likely to exceed the Operating Expense budget by more than ten percent (10%), Operator shall advise City and the parties shall discuss what actions, if any, may be implemented to minimize Operating Expenses without substantially impairing the operation of the Metered Parking System.
7. **GROSS RECEIPTS; SALES TAX.** All Gross Receipts shall be deposited into Operator's Revenue Account. Operator shall, as an Operating Expense, remit payment for any applicable Sales Taxes based on Gross Receipts collected by Operator. City shall remit payment for any applicable Sales Taxes based on any receipts collected by City or its agents. In addition, to the extent permitted by Mississippi law each party agrees to defend, indemnify and hold harmless the other party from any losses, costs (including reasonable attorney's fees), expenses, penalties or liabilities whatsoever arising from breach of its respective Sales Tax payment obligations.
6. **OPERATING EXPENSES.**
- 6.1 Pursuant to the then-current approved Budget, City shall pay Operator for all Operating Expenses.
- 6.2 Operating Expenses shall be paid pursuant to Section 10.
- 6.3 If any Operating Expense increases due to any applicable (i) governmental action imposing or increasing employer-provided medical insurance or other benefits, workers compensation rates, or federal, state or local minimum wage or living wage rates, paid sick or family leave, disability benefit taxes, or the cost of disability premiums required to cover state-mandated disability coverage, or (ii) cost increases under a collective bargaining agreement, the applicable Approved budget shall be revised to reflect the increase in Operating Expenses.
- 6.4 Operating Expenses shall not include (i) the costs of maintenance and repair required of City hereunder, or (ii) City's various costs associated with its ownership and/or occupancy of the Metered Parking System assets, including without limitation depreciation, building insurance, real estate taxes and assessments, taxes on City's personal property, debt retirement (including without limitation mortgage interest), rent and such costs and Expenses as may be necessitated to comply with the



Americans With Disabilities Act of 1990. Payment of such expenses and costs are the sole obligation of City.

6.5 If City disputes any Operating Expense, City shall give Operator written notice specifying the item(s) disputed and the reason therefor. Payment for any Operating Expenses that are not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed items within thirty (30) days of said notice. If the parties agree that the Operating Expense was not properly withheld from Gross Receipts, Operator shall reimburse the disallowed Operating Expense to the Operator's Revenue Account within ten (10) days.

7. **MANAGEMENT FEE.** As compensation for Operator's services, City shall pay Operator a fee as set forth below. Said fee is hereinafter called the "**Management Fee**". If more than one (1) type of fee is set forth below, then the fees are collectively called the "**Management Fee**".

7.1 City shall pay Operator a fee of \$94,500.00 per Year (the "**Base Fee**"), which shall be paid in equal monthly installments and prorated for any partial month. On each anniversary of the Commencement Date, the Base Fee shall automatically increase by the annual percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U); East South Central; All Items; Not Seasonally Adjusted; 1982-1984 = 100 reference base period for the preceding 12-month period. This adjustment shall not exceed 5% in any Year. If the particular CPI measure cited in the preceding sentence shall cease to exist, then Operator shall substitute any official index published by the Bureau of Labor Statistics, or successor or similar governmental agency as may then be in existence and shall be most nearly equivalent thereto for the same area, subject to City's Approval of the index so selected, which Approval shall not be unreasonably withheld or delayed.

7.2 At the end of the Year, Operator shall be entitled to be paid from the Operator's Revenue Account, an incentive fee (the "**Incentive Fee**") equal to two percent (2%) of annual Gross Receipts less Operating Expenses less the Base Fee earned during the Year. If this Agreement is terminated or expires prior to the end of the Year, the Operator shall be entitled to receive the prorated Incentive Fee for such Year within forty-five (45) days after the date of termination or expiration.

7.3 For purposes of calculating the Incentive Fee, Gross Receipts shall include the value of any free or discounted parking privileges granted by City, which value shall be calculated at the posted parking rates ("**Discounted Funds**"), and any receipts collected by City.

7.4 Within five (5) days after the end of each month, City shall send Operator a report of all Discounted Funds and any receipts collected by City for the preceding month.

7.5 The Management Fee shall be paid as set forth in Section 10.

**8. MONTHLY REPORTING.**

- 8.1 Within twenty (20) days after the end of each month, Operator shall provide to the City a Monthly Report.
- 8.2 Operator shall keep complete and accurate reports and records (collectively, the “**Records**”) of Gross Receipts, Operating Expenses, Management Fees and Net Profit relating to the Metered Parking Activities. Operator shall keep proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to affairs, operations, transactions and activities of the Operator with respect to this Agreement in accordance with good accounting practices. Operator shall permit City to inspect the Records at Operator’s offices during reasonable business hours and at City’s expense upon reasonable advance written notice from City, to the extent reasonably necessary to verify the accuracy of any Monthly Report in the preceding 12 months. Expressly excluded from the Records available for inspection are any Records or portion thereof containing sensitive credit card data or proprietary or confidential information. City shall have the right to perform only one audit during any 12-month period. Should the City require any additional audit during a 12-month period, the audit shall be conducted at the City’s expense.

- 9. ANNUAL REVIEW.** On or before October 31 of each Year, the City and the Operator shall meet to review the results of the previous Year, including, but not limited to, the September 30 end-of-Year balance of the Operator’s Revenue Account, the balance, if any, of Operating Expenses that were paid using the Operator’s own funds, any Base Fee not paid during the previous Year due to shortfalls in the Operator’s Revenue Account, and the calculation of the Operator’s Incentive Fee. City and Operator shall also discuss and agree to a portion of the balance of the Operator’s Revenue Account that can be transferred to the City. City shall not be entitled to receive any balance of the Operator’s Revenue Account that would reduce such balance to an amount less than one month’s budget based on the current Year’s annual budget. For good cause shown, the Operator may request that it be allowed to retain more than one month’s budget based on the current Year’s annual budget.

**10. PAYMENT**

- 10.1 Operator may deduct the Management Fee at the end of the month when due, and Operating Expenses, as paid, and the Monthly Charges from Gross Receipts to the extent there are sufficient funds in the Operator’s Revenue Account.
- 10.2 If at any time, there exists an insufficient balance in the Operator’s Revenue Account to pay any Operating Expense as it becomes due and payable, Operator shall be responsible for the payment of said Operating Expenses from Operator’s own funds but may receive reimbursement for such amounts as set forth in Section 10.4 and

- 10.6. If on the final day of the month there is an insufficient balance in the Operator's Revenue Account to pay the Base Fee, Operator shall not be entitled to receive its monthly installment for that month but may receive payment for such amount pursuant to Section 10.5 and 10.6.
- 10.3 Regardless of the balance of the Operator's Revenue Account, the City shall be responsible for the payment of the Monthly Charges and where on the last day of any month, there are insufficient funds to pay the Monthly Charges after all the Operating Expenses have been paid, Operator may invoice the City for such charges and City shall pay said invoice within forty-five (45) day, in accordance with applicable Mississippi law, including such law allowing for the addition of interest charges for late payment of undisputed amounts at the highest legal rate permitted by such law.
- 10.4 Where Operator is required to pay any Operating Expenses from its own funds, the Operator may keep a running total of any such payments and reimburse itself from future Gross Receipts.
- 10.5 Where Operator does not receive its Base Fee in any month because of an insufficient balance in the Operator's Revenue Account, Operator may keep a running total of all such Base Fees not received and pay the Base Fees not received from future Gross Receipts.
- 10.6 Upon the early termination or expiration of this Agreement the City shall pay all unpaid arrearages of Operating Expenses and Management Fees owed to Operator within forty-five (45) days after the date of termination or expiration, including without limitation the amounts set forth in Section 14.4.

## **11. LIABILITY INSURANCE.**

- 11.1 Operator shall carry and maintain, as an Operating Expense, the following insurance coverages:
- 11.1.1 Worker's Compensation insurance in compliance with the Worker's Compensation Act of the state in which the Metered Parking System is located.
- 11.1.2 Employer's liability insurance on all employees for the Metered Parking Activities not covered by the Worker's Compensation Act, for occupational accidents or disease, for limits of not less than \$1,000,000 for any one occurrence, or whatever is necessary to satisfy the requirements of the umbrella liability insurance specified below.
- 11.1.3 Garage liability or commercial general liability insurance on an occurrence form basis with limits of not less than \$2,000,000 per occurrence with an annual aggregate limit of \$2,000,000 per location.

- 11.1.4 Automobile liability insurance covering losses for owned, non-owned or hired vehicles including comprehensive and collision coverage with a limit of not less than \$2,000,000 per occurrence.
  - 11.1.5 Comprehensive crime insurance including employee theft, premise, transit and depositor's forgery coverage with limits as to any given occurrence of not less than \$1,000,000.
  - 11.1.6 Umbrella liability insurance with an annual aggregate limit of not less than \$100,000,000.
  - 11.2 The liability policies affording the coverages described in Sections 11.1.3, 11.1.4, and 11.1.6 shall be endorsed to cover City and its employees, agents, directors and officers as additional insureds for any negligent acts or omissions of Operator's employees.
  - 11.3 Operator shall deliver certificates of insurance to City and renewal policies shall be obtained, and certificates delivered to City prior to expiration. The insurer shall endeavor to mail thirty (30) days' prior written notice to certificate holder should any of the policies be cancelled prior to the expiration date. Notwithstanding anything to the contrary in this Agreement, Operator's right to collect its insurance charges for any given period is subject only to verification that the required insurance coverage was in effect for that period as evidenced by a duly issued certificate of insurance.
11. **PROPERTY INSURANCE.** City shall, at its expense, provide and maintain fire and extended coverage, vandalism and malicious mischief, and all-risk insurance coverages for buildings, improvements and any other real or personal property of City used in the operation of the Metered Parking System in an amount equal to the full replacement cost thereof.
12. **WAIVER OF SUBROGATION.** To the extent permitted by Mississippi law, if any Metered Parking System assets (including any buildings, improvements, equipment or fixtures) are damaged or destroyed by fire or other casualty, all claims of either party against the other party for such damage or destruction are released, and any subrogation rights or claims are waived. Any applicable insurance policies shall contain a clause or endorsement providing that the insurance shall not be prejudiced if the insured has waived its rights of recovery (including subrogation rights).
13. **INDEMNITY.**
- 13.1 Operator shall defend, indemnify and hold harmless City from and against any and all costs, expenses, losses, liabilities, claims, judgments and demands (collectively, "Losses") to the extent caused by Operator's negligence or Operator's breach of this Agreement but only if such breach results in bodily injury or property damage.

- 13.2 To the extent permitted by Mississippi law, City shall defend, indemnify and hold harmless Operator from and against any and all Losses to the extent caused by City's acts or omissions, negligence or breach of this Agreement, arising from the issuance of summons or parking citations for violations may be issued by a uniformed law enforcement officer, uniformed law enforcement employee or by uniformed personnel employed by the City serving under contract with the City, or by reason of the physical or structural condition of the City's assets or equipment contained therein, or by fire, gas, water, electricity failure or malfunction, or by the breaking overflowing or leaking of roofs, pipes, or walls of the City's assets.
- 13.3 To the extent permitted by Mississippi law, in no event will either party be liable under any circumstances to the other party for any loss of profit, indirect, incidental, special, exemplary, compensatory, punitive or consequential damages resulting from or arising out of this Agreement, regardless whether such liability is asserted on the basis of contract, statute, tort (including negligence or strict liability), or otherwise.

#### 14. **FINANCE AND ACQUISITION OF EQUIPMENT.**

14.1 After the passage of an ordinance by the City permitting the Operator to start enforcement of parking regulations, Operator agrees to procure the vehicles and LPR equipment (collectively, the "**Vehicles**") and digital parking meters (the "**Equipment**") all of which is more fully described in Exhibit D. The cost of the Vehicles, Equipment, Equipment installation, signage materials and signage installation, as well as the removal of the old parking meters and poles, plus interest at the prime rate published in *The Wall Street Journal* per annum ("**Interest Rate**"), shall be reimbursed by Client to Operator in monthly charges (the "**Monthly Charge(s)**") over a period commencing on the first day of the first month following the acquisition of the Vehicles or installation of such Equipment ("**Installation Date**") and continuing through the final month of the Initial Term (the "**Payment Period**"). An amortization schedule shall be attached hereto as Exhibit E ("**Amortization Schedule**"). Notwithstanding the foregoing:

14.1.1 If the first Monthly Charge shall become due on a later date (because of a later than anticipated installation), such that the Payment Period is shortened, the Monthly Charge shall be recalculated and the Amortization schedule revised accordingly.

14.1.2 If the numbers or types of Equipment or Vehicles to be financed should be modified subsequent to the date of this Agreement, thus increasing or decreasing the amount to be financed, then the Monthly Charge shall be recalculated and the Amortization Schedule revised accordingly.

14.1.3 If for any reason procurement of the Equipment or Vehicles is delayed by six (6) or more months from the date of this Agreement, then the Monthly Charges shall be recalculated and the Amortization Schedule revised to reflect (as applicable) any change in the aforesaid Interest Rate, the shortened Payment Period or any change in the numbers or types of Equipment or Vehicles.

14.1.4 The Monthly Charges shall be deemed Operating Expenses. In addition, any sales tax or personal property tax assessed on the Equipment and Vehicles shall be either (i) reimbursed as an Operating Expense, or (ii) paid directly by the City to the tax authority or equipment financier (as applicable).

14.2 During the Payment Period, (i) the Equipment is and shall remain personal property and shall not constitute a fixture; (ii) City does not own the Equipment or the Vehicles and City shall not have or acquire any right, title or interest in or to the Equipment or Vehicles; (iii) title to the Equipment and Vehicles shall be retained by Operator or an equipment financier, as applicable, subject only to any security interest or assignment that Operator may grant to such equipment financier (if any); (iv) City shall not suffer or permit any lien or encumbrance to attach to the Equipment or Vehicles; and (v) City shall refrain from taking any action to bar, restrain or otherwise prevent Operator, its representatives, agents, secured parties, successors or assigns from entering, and hereby grants to said parties the right of entry to, the Metered Parking System for the purpose of inspecting or taking possession of and removing the Equipment and Vehicles upon any uncured default in payment of the Monthly Charges.

14.3 Upon expiration of the Payment Period, provided all Monthly Charges have been paid in accordance herewith and no event of default shall have occurred and be continuing under this Agreement, title to the Equipment and Vehicles shall be transferred to the City. However, notwithstanding anything in this Agreement to the contrary, if this Agreement should terminate for any reason prior to Operator's receipt of all Monthly Charges for the entire Payment Period, the City shall be responsible for paying to Operator, within forty-five (45) days after the date of Operator's statement for same, one lump-sum payment equal to the total of the portion of all remaining Monthly Charges for the Payment Period that constitute principal payments, which shall be automatically accelerated and become due. Upon receipt of such lump-sum payment, title to the Equipment and Vehicles shall be transferred to the City.

14.4 Operator shall be responsible for maintenance and repair of the Equipment and Vehicles during the term of this Agreement; provided, however, that any associated costs shall be deemed Operating Expenses and reimbursed to Operator.

15. **ADVERTISING.** During the six (6) months following the Commencement Date, Operator will endeavor to study and provide its opinion to the City concerning the efficacy of selling advertising on Metered Parking Devices. After receiving the results of the Operator’s study and opinion concerning such advertising, the City may Approve advertising on Metered Parking Devices within the City, which shall become a duty of the Operator to administer as part of this Agreement. All expenses associated with advertising shall be considered Operating Expenses and this Other Project Revenue will be considered Gross Receipts.
16. **OTHER SOURCES OF REVENUE.** Operator may, at any time, propose to City other activities related to Metered Parking Activities that Operator believes would generate Other Project Revenue. If Approved, the expenses from such activity shall be considered as Operating Expenses and the Other Project Revenue shall be considered as Gross Receipts.
17. **INTELLECTUAL PROPERTY.** Operator hereby grants to City, during the term of this Agreement only, a non-assignable, non-exclusive right and license to use Operator’s intellectual property, including but not limited to its trade names, trademarks and any and all on-site parking amenities programs (the “**Intellectual Property**”), to the extent related to Operator's administration, management and operation of the Metered Parking System. Upon termination of this Agreement for any reason, Operator shall have the right, at its sole cost and expense, to remove the Intellectual Property from the Metered Parking System and Metered Parking Devices, and City shall refrain from all further use of the Intellectual Property.
18. **LICENSES AND PERMITS.** Operator shall obtain and maintain all licenses and permits required by an operator of parking facilities by any governmental body or agency having jurisdiction over Operator's operations and will abide by the terms of such licenses and permits. Any license or permit fees incurred by Operator shall be deemed an Operating Expense.
19. **TERMINATION.** In addition to any other termination rights hereunder:
  - 19.1 Either party may terminate this Agreement upon the other party’s breach of this Agreement provided the breaching party first receives written notice of such breach and fails to remedy same, within fourteen (14) days if a monetary breach or within thirty (30) days if a non-monetary breach, after receipt of written notice thereof, or if the breaching party fails to commence remedying such non-monetary breach within said 14-day period if such breach reasonably cannot be remedied within thirty (30) days.
  - 19.2 Either party may terminate this Agreement if the other party files a voluntary petition or similar pleading for bankruptcy, insolvency, receivership or makes an



assignment for the benefit of creditors, with such termination to be effective upon giving notice thereof.

- 19.3 After the first twelve (12) months of the Initial Term, if there exists an insufficient balance in the Operator's Revenue Account to pay the Management Fee and Operating Expenses when due and payable for any period of three (3) consecutive months, the Operator shall be entitled to terminate this Agreement by providing thirty (30) days written notice to the City. In the event that Operator terminates the agreement pursuant to this paragraph, City may elect to either pay the amounts set forth in Section 14.3 in accordance with Section 19.5 or continue to pay the Monthly Charge in accordance with this Agreement, except that City shall be responsible for all costs associated with the Equipment and Vehicles, including, but not limited to, costs of operation, maintenance, and repair. If the City elects to continue paying the Monthly Charges, this Agreement shall remain in effect with respect to the obligations contained in this Section 19.3 and the Equipment and Vehicles shall remain the property of the Operator as provided in Section 14.3 until expiration of the Payment Period and the payment of all Monthly Charges in accordance herewith. Upon such payment in full and if and no event of default shall have occurred and be continuing under this Agreement, title to the Equipment and Vehicles shall be transferred to the City. During the Payment Period, the City shall allow the Operator or Operator's commercial lender the right to inspect the Equipment and Vehicles to confirm the City's compliance with its maintenance and repair obligations as provided in this Section 19.3. If the City defaults on any of its obligations hereunder and such defaults, if curable, have not been cured within the cure periods set forth in Section 19.1, then the Operator shall be entitled to all remedies available under law, including without limitation with respect to the repossession of the Equipment and Vehicles.
- 19.4 Notwithstanding anything in this Agreement to the contrary, if City is in monetary breach of this Agreement and fails to cure such monetary breach within any applicable time period specified in this Agreement, then Operator shall have a self-help remedy and is hereby authorized at any time and from time to time to the fullest extent permitted by law, without prior notice to City, to unilaterally offset and recoup any past-due payments from any Gross Receipts collected or held by Operator. If Operator elects to exercise its right to offset and recoup all amounts due the Operator, City will be deemed to have cured the breach and Operator may not terminate this Agreement.
- 19.5 Upon the termination of this Agreement for any reason, the City shall pay all amounts owed to Operator within forty-five (45) days after the date of termination, including without limitation the amounts set forth in Section 14.3.
20. **ASSIGNMENT.** Operator shall not assign or transfer this Agreement or its right, title or interest herein without the prior written consent of City, which consent shall not be



unreasonably withheld. Operator is hereby given the right to assign this Agreement to an affiliate of Operator or to a corporation substantially all of the stock of which is owned by Operator and/or to collaterally assign its right, title and interest herein to a financial institution as security for any present or future loans to Operator.

**21. DAY-TO-DAY SUPERVISING AND ADMINISTRATION ACTIVITIES.**

21.1 *Designation by the City.* For purposes of overseeing, supervising, managing and controlling, and administering day-to-day operations, having direct contact with Operator and, in general, verifying compliance with the terms and conditions of this Agreement, the City will notify Operator of the name, title and full contact details of the representative that will represent the City in relationship with the Operator. Said designation will take place no later than the Transition Date. Until said designation is revoked or canceled by the City, the City's representative will continue serving as the City's direct and immediate contact with Operator.

21.2 *Designation by Operator.* In order to facilitate the City's oversight and control of activities related to day-to-day operations hereunder, including having contact with the City and, in general, verifying compliance with the terms and conditions of this Agreement, Operator will notify the City of the name, title and full contact details of Operator's representative that will represent Operator in relationship with the City. Said designation will take place no later than the Transition Date. Until said designation is revoked or canceled by Operator, or as per the City's reasonable request, Operator's representative will continue serving as Operator's direct and immediate contact with the City.

21.3 For clarity purposes, and unless otherwise expressly notified by one Party to the other Party, the Parties acknowledge that their representative to be designated for purposes of Section 21.1 and Section 21.2 will not be authorized or empowered to amend or modify any term or condition under this Agreement or any Exhibits hereof, or waive any right by any of the Parties or the exercise of any remedy against the other Party, all as set forth herein.

**22. NOTICE.** Any notice or communication required to be given to or served upon either party shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

To City: City of Jackson  
Attn: Chloe Dotson, Director of Planning  
200 South President Street  
Jackson MS 39201

With copy to: City of Jackson

Attn: Office of the City Attorney  
Post Office Box 2779  
Jackson, Mississippi 39207-2779

To Operator: SP Plus Corporation  
Attn: Legal Department  
200 East Randolph Street, Suite 7700  
Chicago, IL 60601

With copy to: SP Plus Corporation  
Attn: Jason Spoeth  
Senior Vice President  
121 Luckie Street NW, Suite 200  
Atlanta, GA 30303

Either party may designate a substitute addressee by written notice to the other party.

**23. MISCELLANEOUS.**

- 23.1 Relationship of the Parties. No partnership or joint venture between the parties is created by this Agreement, it being agreed that Operator is an independent contractor. The personnel providing the services under this Agreement are employees of Operator, not City. Operator shall be responsible for paying the wages and benefits provided to its employees and for preparing and filing all necessary returns, reports and forms required by law in connection such employment, such as FICA taxes, unemployment insurance, worker’s compensation insurance, disability benefits, Federal and state income tax withholding and other similar taxes.
- 23.2 Force Majeure. Neither party shall be in breach of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God including, without limitation, public health emergencies, outbreaks, epidemics, pandemics and natural disasters, acts of the public enemy, acts of public authority, acts of war, weather conditions, riots, rebellion, civil commotion, civil unrest, demonstrations, protests, accidents, sabotage, terrorism, bioterrorism or any other casualty or circumstances for which it is not responsible and are not within its control (any such event being a “**Force Majeure Event**”). No Management Fee shall be due to Operator if it suspends operations for any Force Majeure Event for the period of such suspension.
- 23.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Metered Parking System is located.

- 23.4 Waivers. No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.
- 23.5 Severability. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.
- 23.6 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement and any exhibits attached hereto. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.
- 23.7 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors, executors, administrators, legal representatives and permitted assigns, except that successors in elected office are not bound by the actions of their predecessors, including entering into this Agreement. Consequently, with respect to successors of City Council members and the Mayor, upon their election and thereafter at any time, they may elect to terminate this Agreement by a vote of the majority of the quorum of the City Council, otherwise this Agreement shall continue in effect. Upon the termination of this Agreement pursuant to this Section, the City shall pay all amounts owed to Operator within forty-five (45) days after the date of termination, including without limitation the amounts set forth in Section 14.4.
- 23.8 Failure to Appropriate Funds. Should the governing authorities fail for any Year to budget the funding necessary for the City to make payments required under this Agreement, this Agreement shall terminate at the conclusion of the last-funded Year. Upon the termination of this Agreement pursuant to this Section, the City shall pay all amounts owed to Operator within forty-five (45) days after the date of termination, including without limitation the amounts set forth in Section 14.4.
- 23.9 Neither Party Deemed Drafter. The parties have had sufficient time to consult legal counsel and negotiate changes regarding the terms hereof. Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting hereof.
- 23.10 Authority. The individual signing this Agreement on behalf of City hereby represents that he or she has been empowered with full authority to act on behalf of City in

connection with this Agreement, and that execution of this Agreement has been duly authorized by City. If this Agreement is signed by an agent of City, then the individual signing below on behalf of City's agent hereby represents that he or she has been empowered with full authority to act on behalf of said agent in connection with this Agreement, and that execution of this Agreement has been duly authorized by said agent and by City. The individual signing this Agreement on behalf of Operator hereby represents that he or she has been empowered with full authority to act on behalf of Operator in connection with this Agreement, and that execution of this Agreement has been duly authorized by Operator.

23.11 Counterparts and Signatures. This Agreement may be executed in any number of separate counterparts, each of which shall together be deemed an original, but the several counterparts shall together constitute but one and the same Agreement. A facsimile, portable document format (PDF) file or other reproduction of this Agreement may be executed by one or both parties, and an executed copy of this Agreement may be delivered by one or both parties by facsimile or by electronic mail in a PDF file, and such execution and delivery shall be considered valid, legally binding and effective for all purposes. At the written request of either party, the parties shall execute this Agreement with original signatures.

23.12 Headings. Section headings are included solely for convenience, are not to be considered part of this Agreement and are not intended to modify, explain or be a full or accurate description of the content of any section of this Agreement.

23.13 Payment. The expiration or termination of this Agreement shall not release City from its obligations to pay any Management Fees earned or Operating Expenses accrued that are due Operator as provided in this Agreement.

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

CITY:

OPERATOR:

**City of Jackson**

**SP Plus Corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Jason Spoeth

Title: \_\_\_\_\_

Title: Senior Vice President

**Exhibit A**  
**Scope of Services**

The Operator shall:

1. Monitor Metered Parking System Activities effectiveness.
2. Collect, maintain and analyze parking data for the purpose of making recommendations to the City for improving operations and enforcement, as well as maximizing revenues.
3. Provide recommendations for parking fees and policies; provided, however, the City shall retain sole authority to set and/or approve all fees and policies.
4. Respond to parking complaints and public inquiries. Operator shall log all complaints and document the resolution of same.
5. Implement and continue a public information program approved by the City.
6. Observe and comply with all applicable federal, state, or local laws.
7. Coordinate parking matters with local businesses.
8. Purchase all materials, equipment and supplies necessary to carry out all parking operation and parking enforcement functions.
9. Engage third party contractors, to the extent necessary, to provide the full scope of services, subject to City approval.
10. Attend regular meetings at the request of City administration to review and discuss parking matters.
11. Oversee day-to-day parking operations and respond to all field-related parking activity concerns with City parking facilities.
12. Install, maintain, relocate and replace parking meters, pay stations, and other parking equipment as necessary.
13. Hire and manage all parking related staff. Staff shall be fully trained, competent, and qualified with the skills and experience necessary to properly perform their assigned responsibilities.
14. Perform background and drug screening for all staff hired to provide services to the City.

15. Designate a manager who shall oversee parking operations to ensure high quality service and parking staff performance.
16. Ensure that all personnel interacting with the public are in uniform and are maintaining a clean, orderly appearance. The uniform must display City approved insignia that clearly identifies staff as being responsible for City parking services.
17. Ensure that all personnel issuing parking citations are properly trained and certified.
18. Enforce City parking restrictions for on-street parking, including through the issuance of administrative and/or civil parking citations in accordance with City ordinances/policies.
19. Participate in a multi-step adjudication process, whereby the initial administrative review is conducted by Operator staff, a secondary administrative review is conducted by the Operator's general manager, and a third step allows for an administrative hearing to be conducted by an appointed magistrate within the City.
20. Manage the financial activity of the parking system to include collecting and depositing all parking revenues and paying all parking related expenses in a timely manner and the technology relating to on-street digital meters, phone and on-line apps, and collection technology;
21. Maintain detailed financial records. These records shall be open to the City and available to the public through public records requests made pursuant to the Mississippi Public Records Act.
22. Pursue collection of outstanding fees for parking violations, which may be accomplished by contracting with a collection agency.
23. Retain vendors to perform booting services if required by the City.
24. Engage outside vendors to perform the following Services:
  - a) Flowbird to allow for payment at City parking meters.
  - b) Passport to allow for payment from mobile applications and for payment collections.
25. Inventory and remove existing parking meters and replace them with new digital pay stations. Maintain the new digital pay stations.
26. Acquire vehicles equipped with license plate recognition cameras necessary to perform the services.

**Exhibit B  
Operating Standards**

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## Exhibit C Projected Budget

	Year 1 Total From Pro Form	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Ramp-Up Total Year
<b>Expenses</b>														
Payroll & Benefits														
Salaries & Wages	\$276,300		\$5,756.25	\$23,025	\$23,025	\$23,025	\$23,025	\$23,025	\$23,025	\$23,025	\$23,025	\$23,025	\$23,025	\$236,006
Payroll Taxes & Burden	\$29,091		\$808.07	\$2,424	\$2,424	\$2,424	\$2,424	\$2,424	\$2,424	\$2,424	\$2,424	\$2,424	\$2,424	\$24,849
Health, Pension & 401(k)	\$41,935		\$973.95	\$3,495	\$3,495	\$3,495	\$3,495	\$3,495	\$3,495	\$3,495	\$3,495	\$3,495	\$3,495	\$35,920
Workers Compensation	\$21,800		\$454.17	\$1,817	\$1,817	\$1,817	\$1,817	\$1,817	\$1,817	\$1,817	\$1,817	\$1,817	\$1,817	\$18,621
Payroll & Benefit Expense	\$369,127		\$7,690	\$30,761	\$30,761	\$30,761	\$30,761	\$30,761	\$30,761	\$30,761	\$30,761	\$30,761	\$30,761	\$315,236
<b>Other Operating Expenses</b>														
Uniforms & Laundry	\$2,100			\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$1,750
Printing	\$3,000			\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$2,500
Amenities & Supplies	\$5,000			\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$4,167
Repairs & Maintenance	\$127,210			\$10,601	\$10,601	\$10,601	\$10,601	\$10,601	\$10,601	\$10,601	\$10,601	\$10,601	\$10,601	\$105,008
RtM Vehicles	\$6,000			\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$5,000
Liability Insurance	\$37,044			\$3,087	\$3,087	\$3,087	\$3,087	\$3,087	\$3,087	\$3,087	\$3,087	\$3,087	\$3,087	\$30,870
Capital Payments (Investment)	\$236,891		<i>Capex delayed/nil</i>	\$0	\$0	\$10,945.30	\$23,891	\$23,891	\$23,891	\$23,891	\$23,891	\$23,891	\$23,891	\$175,100
Utilities	\$2,160			\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$1,800
Advertising & Publicity	\$10,836			\$903	\$903	\$903	\$903	\$903	\$903	\$903	\$903	\$903	\$903	\$9,030
Telephone	\$6,240			\$520	\$520	\$520	\$520	\$520	\$520	\$520	\$520	\$520	\$520	\$5,200
Mileage and Travel	\$7,950			\$579	\$579	\$579	\$579	\$579	\$579	\$579	\$579	\$579	\$579	\$5,850
Data Processing	\$1,233			\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$103	\$1,028
Bank Fees	\$5,620			\$468	\$468	\$468	\$468	\$468	\$468	\$468	\$468	\$468	\$468	\$4,683
Employee Processing	\$727			\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$615
General Expense	\$12,600			\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$10,500
Auto Damage and Other Claims	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Real Estate Taxes	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Start-Up Expenses	\$16,400			\$1,533	\$1,533	\$1,533	\$1,533	\$1,533	\$1,533	\$1,533	\$1,533	\$1,533	\$1,533	\$15,333
Total Operating Expense	\$531,918		\$0	\$20,428	\$20,428	\$22,373	\$44,238	\$44,238	\$44,238	\$44,238	\$44,238	\$44,238	\$44,238	\$384,613
<b>Management Fee</b>														
Base Management Fee	\$94,500	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$94,500
Incentive Management Fee	\$27,588													\$14,156
Accounting / Bookkeeping Fee	\$0													\$707,813
Total Management Fee	\$122,088	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$108,656
<b>Expense Total (Labor, Ops Exp, &amp; I)</b>	<b>\$985,123</b>	<b>\$7,875</b>	<b>\$15,565</b>	<b>\$58,063</b>	<b>\$59,063</b>	<b>\$71,008</b>	<b>\$82,954</b>	<b>\$82,954</b>	<b>\$82,954</b>	<b>\$82,954</b>	<b>\$82,954</b>	<b>\$82,954</b>	<b>\$82,954</b>	<b>\$793,251</b>
<b>Net Operating Income</b>	<b>\$1,257,289</b>	<b>-\$3,125</b>	<b>-\$7,728</b>	<b>-\$42,438</b>	<b>\$7,057</b>	<b>\$28,172</b>	<b>\$103,696</b>	<b>\$103,696</b>	<b>\$103,696</b>	<b>\$103,696</b>	<b>\$103,696</b>	<b>\$103,696</b>	<b>\$103,696</b>	<b>\$707,813</b>

DRAFT



## Exhibit D Equipment

- \_\_\_ Vehicles
- \_\_\_ LPR equipment count room equipment
- signage and poles
- removal of existing meter poles
- approximately 85 Flowbird pay stations

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**Exhibit E  
Amortization Schedule**

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**Exhibit F  
Diagram**

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31



OFFICE OF THE CITY ATTORNEY  
10/16/23

**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE CAPITAL CITY CONVENTION CENTER COMMISSION TO HOST THE CITY OF JACKSON'S DOING BUSINESS WITH THE CITY INFORMATION AND NETWORKING RECEPTION ON DECEMBER 7, 2023, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SIX THOUSAND TWO HUNDRED AND TWENTY-SIX DOLLARS AND EIGHTY CENTS**

**WHEREAS**, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

**WHEREAS**, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

**WHEREAS**, in an effort to increase the levels of minority business participation in the City of Jackson and to increase the resources available to assist minority businesses in increasing their capacity, the Office of Economic Development (OED) entered into a Memorandum of Understanding (MOU) with the National League of Cities Institute (NLCI) Southern Cities Economic Inclusion Initiative (SCEI); and

**WHEREAS**, this strategic partnership allows the City to share and exchange resources with NLC-SCEI, thus enhancing the effectiveness of our business outreach efforts to bring minority sub-contractors to the table to learn about City contracting opportunities and Procurement Protocols to obtain said contracts; and

**WHEREAS**, the City of Jackson recognizes that networking for the minority business community is a necessary tool to increase capacity and awareness; and

**WHEREAS**, the Department of Planning and Development, through its Office of Economic Development, proposes that the City of Jackson host a networking event focused on "City Contracting and Procurement Opportunities" on Thursday, December 7, 2023, from 6 p.m. to 9 p.m.; and

**WHEREAS**, the Department of Planning and Development, through its Office of Economic Development, recommends that the City of Jackson execute an event license agreement with Capital City Convention Center Commission, located at 105 E. Pascagoula Street, Jackson, Mississippi 39207 to use the JCC for the sessions and workshops associated with the networking event ; and

**WHEREAS**, Capital City Convention Center Commission with its offices located at 105 E. Pascagoula Street, Jackson, Mississippi 39207, will not charge the City a fee to use portions of

the JCC, but will charge Six Thousand Two Hundred and Twenty-Six Dollars and Eighty cents (\$6,226.80) for security, food/beverage and audio/video; and

**IT IS, HEREBY, ORDERED,** that the Mayor is authorized to execute the event license agreement and related documents to use the Jackson Convention Complex for the sessions and workshops associated with the networking event focused on “City Contracting and Procurement Opportunities” to be held on December 7, 2023.

**IT IS FURTHER ORDERED,** that the Department of Planning and Development is authorized to pay Six Thousand Two Hundred and Twenty-Six Dollars and Eighty cents (\$6,226.80) for security, food/beverage and audio/video for the event.



**MEMORANDUM**

**To:** Chokwe Antar Lumumba, Mayor  
**From:** Chloe Dotson BUPD. MURP, Director  
**Date:** August 30, 2023

**Subject:** Order authorizing the mayor to execute the event license agreement with the Capital City Convention Center Commission to host the City of Jackson's Doing Business with the City Information and Networking Reception on December 7, 2023, and authorizing payment in the amount of Six Thousand Two Hundred and Twenty-Six Dollars and Eighty cents

The attached document is a use license agreement with the Capital City Convention Center Commission to provide use of their facility for the City of Jackson's Doing Business with the City Information and Networking Reception. The facility rental is being waived; however, we are responsible for security, food/beverage and audio/video in the amount of \$6,226.80.

In an effort to increase the levels of minority business participation in the City of Jackson and to increase the resources available to provide management and technical assistance to assist minority businesses in increasing their capacity, the Office of Economic Development (OED) has facilitated a Memorandum of Understanding (MOU) with the National League of Cities Institute (NLCI) Southern Cities Economic Inclusion Initiative (SCEI). As a result of this MOU, a strategic partnership has been created, which allows the City to share and exchange resources with NLCI-SCEI, thus enhancing the effectiveness of the City's Office of Economic Development along with procuring workshops and networking events to bring our minority sub-contractors to the table to learn about City contracting opportunities and Procurement Protocol to obtain said contracts. This event will allow us to fortify the relationships with minority and prime contractors.



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 10/10/2023**

<b>POINTS</b>		<b>COMMENTS</b>																																																		
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE CAPITAL CITY CONVENTION CENTER COMMISSION TO HOST THE CITY OF JACKSON'S DOING BUSINESS WITH THE CITY INFORMATION AND NETWORKING RECEPTION ON DECEMBER 7, 2023, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SIX THOUSAND TWO HUNDRED AND TWENTY-SIX DOLLARS AND EIGHTY CENTS</b>																																																		
2.	<b>Purpose</b>	An outreach event for the Office of Planning Development																																																		
3.	<b>Who will be affected</b>	Contractors, subcontractors, vendors and administrators of the City of Jackson																																																		
4.	<b>Benefits</b>	The event will bring primary contractors and subcontractors together to apprise them of the policies and goals of the City in conducting business, and to encourage ongoing partnerships in contracting																																																		
5.	<b>Schedule (beginning date)</b>	December 7, 2022																																																		
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	Ward 7																																																		
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> </ul>	Department of Planning & Development Office of Economic Development																																																		
8.	<b>COST</b>	\$6,226.80																																																		
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	(Grant) NLC-SCEI																																																		
10.	<b>EBO participation</b>	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%; text-align: right;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">X</td> </tr> <tr> <td>AABE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> <td>X</td> </tr> <tr> <td>WBE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> <td>X</td> </tr> <tr> <td>HBE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> <td>X</td> </tr> <tr> <td>NABE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> <td>X</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
	<b>See attached sheets from Vendors</b>																																																			

Office of the City Attorney

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

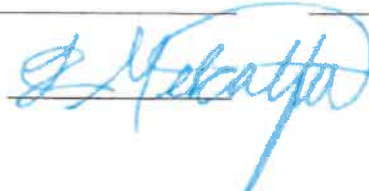
OFFICE OF THE CITY ATTORNEY  
10/31/23

## OFFICE OF THE CITY ATTORNEY

**This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE EVENT LICENSE AGREEMENT WITH THE CAPITAL CITY CONVENTION CENTER COMMISSION TO HOST THE CITY OF JACKSON'S, "DOING BUSINESS WITH THE CITY" SINFORMATION AND NETWORKING RECEPTION ON DECEMBER 7, 2023, AND AUTHORIZING PAYMENT IN THE AMOUNT OF SIX THOUSAND TWO HUNDRED AND TWENTY-SIX DOLLARS AND EIGHTY CENTS is legally sufficient for placement in NOVUS Agenda.**

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

10/31/23  
\_\_\_\_\_  
**Date**







## JACKSON CONVENTION COMPLEX LICENSE AGREEMENT

This agreement is made and entered into on **August 16, 2023**, between the Jackson Convention Complex ("Licensor") and **City of Jackson – Doing Business with the City** ("Licensee") having an address of 200 S. President Street Jackson, MS 39201 for Licensee's use of the Jackson Convention Complex located at 105 E. Pascagoula St. Jackson, MS 39201 ("Center").

**WHEREAS**, Licensor has entered into an agreement ("Management Agreement") with the Capital City Convention Center Commission ("Commission") to manage and operate the Center, including the authority to book events.

NOW, THEREFORE, based upon the terms, conditions, covenants and considerations hereinafter set forth, Licensor and Licensee, intending to be legally bound, hereby agree as follows:

**Purpose:** Licensor, subject to the terms and conditions contained herein and, on the reverse, hereof, grants to Licensee the non-assignable right to use and occupy the portions of the Center ("Premises"), for the Dates set forth solely for the purpose of **City of Jackson – Doing Business with the City**

1. ("Event"):
2. **Premises:** It is expressly understood that the Licensee shall have the right of ingress and egress through the halls and corridors of the Center as provided herein, but acquires hereby no other right in any other part of the Center than the part specified in the Fee Schedule in Paragraph 4.
3. **Licensed Term:** The term of this License Agreement shall be from **December 7, 2023** ("Licensed Term") which includes move-in and move-out, as further detailed in the Fee Schedule in Paragraph 4.
4. **Licensed Fee:** In exchange for use of the Premises, Licensee agrees to pay Licensor a License Fee of **\$0.00**, based on the following schedule below:

**Specific Terms of License. A. DESCRIPTION OF LICENSED SPACE AND PERIOD OF USE:**

Function	Space/Room	Attendance	Time Reserved	Dates	Rental Rate	F&B Minimum
Setup	Meeting Room 216-218 / Gallery	250	9:00am – 3:00pm	December 7, 2023		
Program /Reception	Meeting Room 216-218 / Gallery 214 A	250	6:00pm – 9:00pm	December 7, 2023	\$2900.00	
<i>Rental Discount (COJ Usage):</i>					<i>-\$2900.00</i>	
<b>Total Rental excluding 10% room tax and 11% sales taxes; F&amp;B Minimum including &amp; 20% administrative fee:</b>					<b>\$0.00</b>	<b>\$0.00</b>

The License Fee of **\$0.00** is based on a total Rental amount of **\$0.00 (excluding tax)** and a total food and beverage purchase of no less than **\$6,226.80**, including 20% administrative fee and taxes ("F&B Minimum"). Should Licensee not meet the F&B Minimum, the balance shall be assessed as additional Rental. The License Fee shall be payable as follows:

- i. **\$6701.80** balance due no later than **October 5, 2023**.

5. **Additional Services and Fees:** In addition to the License Fee, Licensee agrees to pay Licensor for goods and services (collectively, "Services") provided to Licensee for the Event including, but not limited to food and beverage services in excess of the F&B Minimum, security, ticket takers, ushers, Emergency Medical Technicians, audio-visual services, equipment rental, utility connections, waste removal, or any other extra services furnished by Licensor. Licensor shall determine the level of staffing and Services for each Event. Licensee acknowledges and understands that many of the Services are contracted services, the cost of which is subject to change and may be subject sales tax. Payment for Services shall be payable as follows.
  - A. A 100% deposit of estimated **food and beverage** charges in excess of the F&B Minimum is due no later than five (5) business days prior to the Licensed Term.
  - B. A 100% deposit of estimated **ancillary charges** (i.e. security, audio-visual services, electrical, equipment rental, labor, etc....) is due no later than five (5) business days prior to the License Term, **Estimated Ancillaries: Security: \$350.00 / Labor: \$125.00**
  - C. Final payment for all food and beverage and all other ancillary goods and services remaining due to Licensor upon conclusion of Event is due within thirty (30) days of invoicing.
  - D. All payments shall be made payable to the "Jackson Convention Complex" in the form of a company check, cashier's check, American Express, Visa, MasterCard or cash.
6. **Additional Terms and Conditions:** The attached pages contain Additional Terms and Conditions, which are a part of this license agreement. By signing this license agreement, Licensee agrees to the Additional Terms and Conditions and attachments set for herein.
7. **Authorized Representative(s):** Licensee certifies that **Michael Davis** is, and shall be, for the purposes specified in this License Agreement, the "Authorized Representative" of Licensee, and shall have full authority to bind Licensee, with respect to any written or verbal order for goods and services to be provided by Licensor.

8. **Insurance:** Licensee, at its sole expense, shall provide to Licensor proof of coverage in the amounts of One Million Dollars (\$1,000,000) of Commercial General Liability coverage to include: Broad Form Premises/Operations, Contractual, Broad Form Property Damage & Products/Completed Operations, within thirty (30) days prior to Event. The term of such coverage shall coincide with the dates of occupancy, including move-in and move-out. Such Insurance shall specifically include on the Certificate of Insurance as additional insured:

- Jackson Convention Complex
- Capital City Convention Center Commission
- City of Jackson
- Their directors, officers and employees

Such insurance shall cover any damage or injury to any and all persons attending or property connected with the Event when such persons or property are located in the Center because of Licensee's activities therein. Said policy shall also contain the specific provision that the policy may not be cancelled or reduced by the insurance carrier without giving twenty (20) days prior notice in writing to Licensor. It is agreed and understood that ultimate responsibility for obtaining insurance is Licensee's and in the event that Licensee fails to deliver Certificate of Insurance as required herein, the Licensee will be deemed in Breach of agreement, the event will be cancelled at Licensor's sole discretion and Licensee shall be liable for all scheduled expenses as stated herein and Licensor shall not be responsible for any expenses or losses sustained by Licensee resulting there from.

9. **Indemnification:** Licensee shall indemnify, hold harmless and defend Licensor and Commission for and from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them or other expense (including, without limitation, attorney's fees and expense) arising out of or relating to the Licensee's use of the Center or from the conduct of Licensee's business or from any activity, work or things which may be permitted or suffered by Licensee in or about the Center or from any breach or default in the performance of any obligation on Licensee's part to be performed under any provision of this License Agreement or arising from any negligence of Licensee or any of its agents, contractors, employees or invitees, including but not limited to the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished to or used by Licensee, its exhibitors or other persons in connection with Licensee's use of the Center. Such indemnification shall not be effective to the extent that the damage or injury results from negligence of the Licensor. Licensee hereby assumes all risk of damage to its property placed in the Center or injury to its officers, directors, employees, agents, contractors, invitees or any attendees at the Event or in or about the Center from any cause, and hereby waives all claims in respect thereof against Licensor and Commission, except to the extent such damage results directly from the negligence of Licensor, its directors, officers, agents and employees.

10. **Event Planning Guide:** The Center's Event Planning Guide is hereby incorporated in this License Agreement by reference, and Licensee shall comply fully with all policies, rules and regulations contained therein. Licensor reserves the right to modify the Center's Event Planning Guide, in writing from time to time. Licensor retains the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the facility.

- A. **Exclusive Services:** Licensor, directly or through its agents, is the exclusive provider of specific services at the Center to include food and beverage, event staffing, security, utilities, telecommunications, internet, and rigging. No other entities shall be permitted to provide these services without the prior expressed written consent of the Center's general manager.

11. **Food and Beverage Services:** Licensor provides exclusive catering and other food and beverage services on behalf of the Center, as principal. Licensor reserves for itself or its agents, contractors or concessionaires the sole right to the following services: (A) Sales and serving of all on-site consumable foods, confections and beverages (alcoholic and non-alcoholic) and tobacco products. Licensee shall not give away or sell items under the terms of this License Agreement without the written permission of the Licensor. The Center's Food and Beverage Guidelines are hereby incorporated into this Agreement. Licensor reserves the right to change such Food and Beverage guidelines, in writing from time to time.

12. **Exhibition Floor Plan & Set-Up Information:** Licensee shall provide Licensor with a floor plan no later than one hundred twenty (120) days before the event and at least thirty (30) days before the Licensee publishes or distributes any material containing such information for and tradeshow exhibitions. Such floor plans shall indicate all spaces to be used for exhibits and are subject to prior approval by Licensor and the Fire Marshal. The floor plan shall set forth all information pertinent to safe operation of the exhibition. The Licensor hereby reserves the right, by written notice to the Licensee within ten (10) days of receipt of the floor plan, to require Licensee to make such changes, deletions and additions in the floor plan and operation policies described therein as the Licensor and Fire Marshal may deem reasonably necessary or desirable to the safe and efficient operation of the Center.

At least thirty (30) days prior to the Event (or such shorter period agreed to by Licensor), Licensee shall give Licensor written notice of all other room or hall set-up(s), staging, and Event personnel requirements.

13. **Television and Broadcasting Rights:** Licensor reserves all cable, radio, and television broadcast rights with no exception unless specified in writing. Licensee shall not televise or broadcast any Event scheduled to be presented in the Premises under the terms of this License Agreement without prior written approval of the Licensor.

14. **Utilities:**

- A. **Show Level HVAC & Lighting:** Licensor will supply adequate levels of HVAC (heating, ventilation, air conditioning) and overhead lighting necessary for set up and tear down. Full event level lighting and HVAC on event days will begin approximately one hour prior to the scheduled start time of the Licensee's event, depending on the size of the event space, and will remain on until the conclusion of the event. Full event level lighting and/or HVAC is available during move-in and move-out at an additional hourly charge. Non-Show hours (first hour) \$75.00; non-show Hours (each additional hour) \$50.00.

- B. **Specialty & Exhibitor Utilities:** Licensor will provide customary lighting, HVAC, electricity, and water at no additional costs to Licensee. The Licensee or its exhibitors, sub-contractors or performers shall pay the additional cost of special lighting, electricity, gas, water, telephone, or other utilities required for exhibits, equipment or performances depending on which party orders the services. It is specifically understood that in the event the Licensor is unable to furnish any of the foregoing services resulting from circumstances beyond the control of the Licensor, then such failure shall not be considered a breach of this License Agreement.



15. **Defacement of Property:** Licensee shall not do, or permit to be done, upon the Premises anything that will tend to injure, mar or in any manner deface the Premises and will not drive or install or permit to be driven or installed any nails, hooks, tacks, or screws into any part of the Center, and will not make or allow to be made any alterations of any kind to the buildings or equipment of the Center. Licensee shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the Center unless relating to the event or exhibition to be given on the Premises and which meet with the approval of the Licensor.
16. **Default by Licensee:** Licensee shall be in default of this License Agreement; (A) if it fails to pay any amount due under this License Agreement; (B) if it breaches any provisions of this License Agreement or any rules and regulations promulgated by Licensor; (C) if it violates any applicable laws or ordinances during its use of the Premises; or, (D) if it should dissolve or cease doing business as a going concern or become insolvent or bankrupt. For any other breach Licensor may pursue any other remedies available to it either by procedure, policy, or at law or equity, including but not limited to, cancellation of Licensee's License to use the Center. All sums due and owing to the Licensor under this License Agreement, or any addendum thereto shall bear interest at a rate of eighteen percent (18%) per annum computed daily from the date due until the date paid. The rights and remedies hereto given to Licensor shall be deemed cumulative and no single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. Licensor shall be under no obligation to re-license the Premises.
17. **Cancellation by Licensee:** Cancellation of this License Agreement by Licensee must be made in writing to Licensor. Should Licensee notify Licensor of cancellation of this License Agreement one calendar year or further in advance of the License Term, the parties agree that any License Fee deposits paid or due, as set forth in Paragraph 4, as of the date of notification shall be retained by the Licensor, but no further fees shall be due to Licensor by Licensee.
- However, should Licensee notify Licensor of cancellation of this License Agreement within one calendar year prior to the License Term, the parties agree that damages to Licensor would be difficult to ascertain and that amounts payable for the License Fee set forth in the Fee Schedule in Paragraph 4 is a reasonable measure of such damages. Therefore, at the time of notification of cancellation, any portions of the License Fee that have not previously been paid must be paid by Licensee.
- Should Licensee notify Licensor of cancellation of this License Agreement within 7 calendar days of the Licensed Term, Licensee shall pay to Licensor any additional estimated charges outlined in Paragraph 5, in addition to the License Fee set forth in the Fee Schedule in Paragraph 4.
- In the event Licensee holds over beyond the end of the Licensed Term, the parties agree that damages would be difficult to ascertain and that Licensor shall be entitled to an amount as liquidated damages for each day held over equal to the amount of the Total Rental.
18. **Vacation of Premises:** In the event that the Premises or any portion thereof is not vacated by Licensee at the end of the periods set forth herein, then Licensor shall be and is hereby authorized to move from the Premises, at the expense of the Licensee, any and all goods, wares, merchandise and property, of any and all kinds of description, which may be then occupying the Premises, or portion thereof which is not timely vacated; and Licensor shall not be liable for any damages or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal, or the place to which it may be removed, and the Licensor is hereby expressly released from any and all claims for damages. For such additional period beyond the Licensed Term set forth herein, if any effects of Licensee remain in or on the Premises, Licensor shall be entitled to charge the sum per day as damages, as provided in paragraph 17, "Cancellation by Licensee".
19. **Force Majeure:** If the Premises or any part of the Center is destroyed or damaged from any cause whatsoever or if any other casualty or unforeseeable occurrence beyond the control of Licensor, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, renders the Center unsafe or impracticable to use, the this License Agreement shall be terminated and the Licensee shall be entitled to reimbursement of the unearned portion of fees, and charges for support personnel and services, provided, however, if any act or omission of Licensee, its agents, employees, members, or invitees has rendered the Center unsafe or impracticable to use, then Licensee shall be liable for all fees charged hereunder as well as any and all accrued charges in addition to such other damages as may result from such acts or omissions. Licensee hereby waives any claims for damages or compensation from Licensor on account of such termination.
20. **Limitation on Licensor Obligations:** Because the Center is publicly owned, the Commission retains the right, under the laws of the City of Jackson to decline to provide funding for the operation of the Center in the sole discretion of the Commission. If such non-funding renders performance of this License Agreement difficult, impractical, or impossible, then it shall not be considered a default under or breach of the terms of this License Agreement and Licensor and Commission will not be liable for such failure to perform, except there shall be an equitable reduction in the consideration which would otherwise be payable or due under this License Agreement.
21. **Guarantee of Space:** Licensor reserves the right, but shall not be obligated to relocate Licensee's Event to a more appropriate Space/Room within the Center should the original estimated attendance differ from final estimated attendance. Licensor shall notify Licensee in advance in such cases.
22. **Laws and Regulations:** Licensee will comply with all laws of the United States and the State of Mississippi; all municipal ordinances; and all lawful orders of policy and fire departments or any other municipal authority; and will obtain, and pay for, all necessary permits, taxes and licenses; and will not do nor suffer to be done anything on said Premises during the Licensed Term of this License Agreement in violation of any laws, ordinances, rules or orders.
23. **Non-Exclusive Right:** Licensor retains the right to use and/or license use of such portions of the Center as are not licensed by this License Agreement. Licensor warrants however, that it will not authorize or permit any other licensee to engage in operations or activities that would interfere with Licensee's enjoyment of the rights granted under this License.
24. **Nondiscrimination:** With respect to its activities conducted in the Center during the Licensed Term, Licensee agrees to comply with all federal, state, and local laws prohibiting discrimination by reason of race, color, age sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap or the use of a trained by guide dog by a blind, deaf or physically disabled person.
25. **Ticketed Events:** Licensor shall have complete and sole authority and supervision over the sale of all Event tickets and collection of all ticket sale proceeds at such places and locations as Licensor in its sole discretion designates, unless otherwise agreed to by Licensor in writing.

**Ticketmaster** is Licensor's approved computerized ticketing vendor. All tickets sold are subject to a **\$1.50 per ticket facility fee**.

In the event provision is made for sale of any event tickets by Licensee, the allocation of such tickets shall be made by Licensor, and the proceeds from the sale of such tickets shall be delivered to Licensor together with an accurate statement of account of the ticket sales and sales proceeds.

Licensor shall have complete custody and control of all proceeds from the sale of tickets, wherever sold, and admission fees wherever received. All such funds shall be the rightful property of Licensor for the purpose of applying the same in accordance with the terms and conditions of the License



Agreement toward payment of any balances due to Licensor for rent, fees, or any other charges whatsoever, the deduction of the commissions owed to Licensor and the payment of the remainder to the Licensee.

The Licensee shall arrange for and pay for the printing of all tickets used in connection with the Event. The form and contents of such tickets shall be subject to written approval by Licensor. All tickets shall be numbered consecutively.

Licensor shall receive complimentary tickets as follows: # TBD...

No tickets may be ordered for any event until after the execution of this License Agreement and the payment of any required deposits to Licensor.

No proceeds received by Licensor for the sale of tickets will be released to the Licensee until after the conclusion of the event and the payment of all fees and charges due to Licensor. By law, an Admissions Tax of 3% will be deducted from gross ticket sales proceeds. All unsold tickets remain in the custody of Licensor.

The Licensee shall not permit the sale or distribution of tickets or passes in excess of the seating capacity of the Premises, nor admit a larger number of persons than can safely or freely move about therein.

26. **Advertising:** Licensee agrees not to allow any advertising media, in advertising the Event for which Licensee is granted this License, to imply that the Licensor is sponsoring such Event or is in fact co-sponsored by the Licensor unless agreed to in writing by the Licensor. Licensee agrees that all advertising of the Event will be honest and true, and will include accurate information. For ticketed or public events, Licensee shall not advertise nor cause to be advertised, the Event until the License Agreement has been fully executed by Licensor and Licensee.
27. **Tax Information:** For information about the tax requirements in the State of Mississippi, please contact The Mississippi Department of Revenue at 601-923-7800. Exhibitors who sell merchandise from the show floor must have the appropriate seller's permit and licenses. While it is the individual exhibitor's responsibility to obtain the permit, it is Licensee's responsibility to notify exhibitors of this requirement and to identify those exhibitors to whom the permit and license requirement applies. Some merchandise offered for sale by exhibitors may be subject to Mississippi sales and general excise tax. Exhibitors may apply for a General Excise Tax License at the Department of Taxation by contacting the number above.
28. **Interruption or Termination of the Event:** Licensor retains the right to cause the interruption of the Event in the interests of public order or safety; and to likewise cause the termination of the Event when, in the sole judgment of Licensor, such act is necessary in the interest of public order or safety. Licensee hereby waives any claim for damages or compensation should this License Agreement be so terminated.
29. **Assignment or Transfer:** Licensee shall not assign, transfer or encumber this License Agreement, nor the License given hereby, nor shall Licensee permit any other person to occupy the Premises, other than Licensee's officers, employees, and invitees, without the express written permission of Licensor.
30. **Costs and Attorney's Fees:** If, by reason of any default or breach on the part of either party on the performance of any of the provisions of this License Agreement, a legal action is instituted, the prevailing party shall be entitled to reasonable attorney's fees and costs in connection therewith. It is agreed that the exclusive venue of any legal action brought under the terms of this License Agreement shall be in Hinds County, Mississippi, and that the laws of the State of Mississippi shall govern the rights and obligations of the parties under this License Agreement.
31. **Notice:** For the purposes of notice or demand, the respective parties shall be served by certified or registered mail, return receipt requested, at the addresses next to their signatures on the signature page.
32. **Entire License Agreement:** This License Agreement contains and embodies the entire agreement of the parties hereto. Representations, inducement or agreements, oral or otherwise, between the parties not contained and embodied herein shall not be of any force and effect. This License Agreement may only be altered, changed or amended by an instrument in writing signed by both parties hereto.
33. **Severability:** If any section, subsection, clause or provision of this License Agreement is held invalid, the remainder shall not be affected by such invalidity.
34. **Patent:** Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic rights used or incorporated in the conduct of any event covered under a permit; and the Licensee agrees to indemnify and hold harmless the Licensor from all damages, costs and expenses in law and equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by the Licensee, or its performers or exhibitors in connection with the License Agreement and will defend the Licensor from any such suit or action, whether it be groundless or fraudulent.

IN WITNESS WHEREOF, we the parties hereto have executed this License Agreement the day and year written below.

<b>City of Jackson – Doing Business with the City</b> 200 S. President Street Jackson, MS 39201 601-951-9742- office	<b>JACKSON CONVENTION COMPLEX</b> 105 E. Pascagoula St., Jackson, MS 39201 (601) 960-2321
Authorized Signature:	Authorized Signature:
BY:	BY: Cherre Miller
TITLE:	TITLE: General Manager
DATE:	DATE:

32





**ORDER RATIFYING THE ACCEPTANCE OF SERVICES PROVIDED FOR THE CITY OF JACKSON'S NLC SCEI COMMUNITY ENGAGEMENT HELD ON JULY 12-13, 2023 AND AUTHORIZING EXPENDITURES RELATED HERETO**

57  
Jell  
10/28/23  
[Signature]

**WHEREAS**, the City of Jackson, Mississippi, Office of Planning and Development desires the use of the Hilton Garden Inn Jackson/Downtown to hold its NLC SCEI Community Engagement Networking Reception; and

**WHEREAS**, the City of Jackson, Mississippi recognizes that networking for the minority business community is a needed tool to increase capacity; and

**WHEREAS**, the City of Jackson also recognizes the importance of providing a platform to discuss procurement processes and equity inclusion; and

**WHEREAS**, the cost to use the facility along with providing breakfast, snacks, and lunch totaled \$7,631.10; and

**WHEREAS**, the City of Jackson received sponsorship for \$3,780.59 of the \$7,631.10 cost; and

**WHEREAS**, the City of Jackson's final cost is \$3,852.51; and

**IT IS THEREFORE ORDERED** that the event services rendered by Hilton Garden Inn Jackson/Downtown for the success and impact of the City of Jackson NLC SCEI Community Engagement Network Reception to bring awareness to the disparity in minority inclusion in the procurement process and resources for the City of Jackson are hereby ratified.

**IT IS FURTHER ORDERED** that the City is authorized to remit payment in the amount of \$3,852.51 for services rendered.

Item No.: 32  
Date: October 10, 2023  
By: (Dotson, Lumumba)

Department of Planning and



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

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

**FROM:** Chloe Dotson BUPD. MURP, Director  
Department of Planning and Development

**DATE:** August 17, 2023

**RE: ORDER RATIFYING THE ACCEPTANCE OF SERVICES PROVIDED FOR THE CITY OF JACKSON'S NLC SCEI COMMUNITY ENGAGEMENT HELD ON JULY 12-13, 2023 AND AUTHORIZING EXPENDITURES RELATED HERETO**

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The attached document is a ratification of services provided by the Hilton Garden Inn Jackson/Downtown to provide use of their facility for the City of Jackson's NLC SCEI Community Engagement conference on July 12-13, 2023. The City of Jackson received sponsorship for \$3,780.59 of the \$7,631.10 cost; however, we are responsible for the final amount of \$3,852.51.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 10/10/2023**

<b>P O I N T S</b>		<b>C O M M E N T S</b>					
<b>1.</b>	<b>Brief Description</b>	<b>ORDER RATIFYING THE ACCEPTANCE OF SERVICES PROVIDED FOR THE CITY OF JACKSON'S NLC SCEI COMMUNITY ENGAGEMENT HELD ON JULY 12-13, 2023 AND AUTHORIZING EXPENDITURES RELATED HERETO</b>					
<b>2.</b>	<b>Purpose</b>	An outreach event for the Office of Planning Development					
<b>3.</b>	<b>Who will be affected</b>	Contractors, subcontractors, vendors, and administrators of the City of Jackson					
<b>4.</b>	<b>Benefits</b>	The event will bring our procurement partners together to apprise them of the policies and goals of the City in conducting business and to encourage ongoing partnerships in minority inclusion in their procurement.					
<b>5.</b>	<b>Schedule (beginning date)</b>	Upon approval					
<b>6.</b>	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ <b>WARD</b></li> <li>▪ <b>CITYWIDE (yes or no) (area)</b></li> <li>▪ <b>Project limits if applicable</b></li> </ul>	citywide					
<b>7.</b>	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ <b>City Department</b></li> <li>▪ <b>Consultant</b></li> </ul>	Department of Planning & Development					
<b>8.</b>	<b>COST</b>	\$3,852.51					
<b>9.</b>	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ <b>General Fund</b> <input type="checkbox"/></li> <li>▪ <b>Grant</b> <input type="checkbox"/></li> <li>▪ <b>Bond</b> <input type="checkbox"/></li> <li>▪ <b>Other</b> <input type="checkbox"/></li> </ul>	Acct. # 381-42611					
<b>1</b>	<b>EBO participation</b>  <b>See attached sheets from Vendors</b>	ABE _____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		AABE _____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		WBE _____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		HBE _____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>
		NABE _____ %	WAIVER	yes ___	no ___	N/A	<u> X </u>



Office of the City Attorney

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

*File 10/21/23*

## OFFICE OF THE CITY ATTORNEY


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This **ORDER RATIFYING THE ACCEPTANCE OF SERVICES PROVIDED FOR THE CITY OF JACKSON'S NLCS CEI COMMUNITY ENGAGEMENT HELD ON JULY 12-13, 2023 AND AUTHORIZING EXPENDITURES RELATED HERETO** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin**, *City Attorney*

**Kristie Metcalfe**, *Deputy City Attorney*



*10/21/23*

**Date**





**Booking Check**

<b>Post As:</b>	<b>NLC SCEI Community Engagement</b>	<b>Event Dates:</b>	<b>July 12, 2023 - July 13, 2023</b>
<b>Account:</b>	Office of Economic Development	<b>Contact:</b>	Michael Davis
<b>Address:</b>	200 South President Street Jackson, MS 39201	<b>Phone:</b>	(601) 960-1851
		<b>Email:</b>	mdavis@city.jackson.ms.us
		<b>Onsite Contact:</b>	
		<b>Onsite Phone:</b>	
		<b>Sales Manager:</b>	Sarah Johnson

Event Date	Event Time	Room	Event Name	Setup	Agr	Gtd	BEO #
Wed, 07/12/2023	8:00 AM - 10:00 AM	Grand Ballroom	Breakfast Buffet	Rounds	30		10786
Wed, 07/12/2023	8:00 AM - 5:00 PM	Grand Ballroom	Meeting	Round Tables of 10	75		10786
Wed, 07/12/2023	12:30 PM - 1:30 PM	Grand Ballroom	Lunch Buffet	Rounds	75		10786
Thu, 07/13/2023	8:00 AM - 9:00 AM	Grand Ballroom	Breakfast Buffet	Rounds	30		10823
Thu, 07/13/2023	8:00 AM - 12:00 PM	Grand Ballroom	Meeting	Round Tables of 10	75		10823
Thu, 07/13/2023	12:30 PM - 1:30 PM	Boardroom	Board Lunch	Existing Setup			10823
Thu, 07/13/2023	12:30 PM - 5:00 PM	Boardroom	Board Meeting	Conference/Boardroom			10823

**Wednesday, July 12, 2023**

**Events**

Qty	Name	Value	Subtotal	Combined Tax	Admin	Gratuity	Total
30	Everything Continental	\$ 17.00	\$ 510.00	\$ .00	\$ .00	\$ 112.20	\$ 622.20
1	Screen & Projector	\$ 100.00	\$ 100.00	\$ .00	\$ 22.00	\$ .00	\$ 122.00
1	Standing Podium	\$ 50.00	\$ 50.00	\$ .00	\$ 11.00	\$ .00	\$ 61.00
1	Wireless MIC	\$ 35.00	\$ 35.00	\$ .00	\$ 7.70	\$ .00	\$ 42.70
75	THE BEST LUNCH BUFFET (Two Entrées)	\$ 33.00	\$ 2,475.00	\$ .00	\$ .00	\$ 544.50	\$ 3,019.50
1	Grand Ballroom	\$ 1,000.00	\$ 1,000.00	\$ .00	\$ 220.00	\$ .00	\$ 1,220.00
<b>Daily Total</b>							
			<b>Subtotal</b>	<b>Combined Tax</b>	<b>Admin</b>	<b>Gratuity</b>	<b>Total</b>
	Events		\$ 4,170.00	\$ .00	\$ 260.70	\$ 656.70	\$ 5,087.40

**Thursday, July 13, 2023**

**Events**

Qty	Name	Value	Subtotal	Combined Tax	Admin	Gratuity	Total
30	Be An American Breakfast Buffet	\$ 24.00	\$ 720.00	\$ .00	\$ .00	\$ 158.40	\$ 878.40
1	Screen & Projector	\$ 100.00	\$ 100.00	\$ .00	\$ 22.00	\$ .00	\$ 122.00
1	Standing Podium	\$ 50.00	\$ 50.00	\$ .00	\$ 11.00	\$ .00	\$ 61.00
1	Wireless MIC	\$ 35.00	\$ 35.00	\$ .00	\$ 7.70	\$ .00	\$ 42.70
10	Boxed Deluxe Lunch	\$ 18.00	\$ 180.00	\$ .00	\$ .00	\$ 39.60	\$ 219.60
1	Grand Ballroom	\$ 1,000.00	\$ 1,000.00	\$ .00	\$ 220.00	\$ .00	\$ 1,220.00
<b>Daily Total</b>							
			<b>Subtotal</b>	<b>Combined Tax</b>	<b>Admin</b>	<b>Gratuity</b>	<b>Total</b>
	Events		\$ 2,085.00	\$ .00	\$ 260.70	\$ 198.00	\$ 2,543.70

**Summary Breakdown**

**Taxes, Gratuities, and Administrative Charges Summary**

Administrative Charge	22.00%	\$ 521.40
Gratuity Charge	22.00%	\$ 854.70





**Hilton Garden Inn Jackson Downtown**

235 West Capitol Street, Jackson, MS 39201  
 Phone: (601) 353-5464

**Booking Check**

Event Sales Tax	0.00%	\$ .00
Function Room Rental	0.00%	\$ .00
<b>Subtotal</b>		<b>\$ 1,376.10</b>

<b>Deposit Summary</b>	
<b>Subtotal</b>	<b>\$ .00</b>

<b>Summary All Charges</b>					
	<b>Subtotal</b>	<b>Combined Tax</b>	<b>Admin</b>	<b>Gratuity</b>	<b>Total</b>
Guestrooms	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Events	\$ 6,255.00	\$ .00	\$ 521.40	\$ 854.70	\$ 7,631.10
<b>Subtotal</b>	<b>\$ 6,255.00</b>	<b>\$ .00</b>	<b>\$ 521.40</b>	<b>\$ 854.70</b>	<b>\$ 7,631.10</b>
Less Deposit	(\$ .00)				
<b>Grand Total</b>	<b>\$ 7,631.10</b>				

Organization Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_



235 West Capitol Street Jackson, MS 39201  
(601) 353-KING or Fax: (601) 969-8515  
www.jacksondowntown.hgi.com  
Sales General Phone Number (601) 969-8506

**LETTER OF INTENT**

**Today's Date:** March 10, 2023

**Sales Manager:** Sarah Johnson

**Organization:** Office of Economic Development

**Meeting Name:** NLC SCEI Community Engagement

**Contact:** Michael Davis

**Address:** 200 South President Street Jackson, MS 39201

**Telephone:** (601) 960-1851

**Email:** mdavis@city.jacksonms.gov

**COURTESY ROOM BLOCK**

Room Block	Room Type	Wed 04/12/2023
NLC SCEI Community Engagement	Run of House	0
	1 KING BED	5
<b>Total</b>		<b>5</b>

**ROOM RATES in 2023 TERMS**

The Hilton Garden Inn Jackson Downtown is pleased to confirm the following special rates. The rates specified do not include applicable taxes, which are currently 11% plus a \$.75 per room, per night occupancy tax. All taxes are subject to change without notice.

Due to the approaching and concluding special event, the group rates offered will be offered only during the group's published dates of **July 12 - July 13, 2023**.

Room Type	Single Rate	Double Rate
King	\$98.00	\$98.00

**BLOCK TERMS AND CONDITIONS**



**GUESTROOMS**

The above guestroom allotment will be held for your exclusive use based on your past history of this event at other hotels that have hosted this meeting. We will continue to hold rooms for you on a tentative basis until JUNE 23, 2023. Should there be another interested party for these specified dates before you have made a commitment, we will give notice to exercise your option to reserve these rooms on a definite basis. If you do not commit on a definite basis within 72 hours after such notice or the option deadline, whichever comes first, you will lose your first option for all guestrooms and function space being held.

**COURTESY BLOCK TERMS**

The Hotel is holding the above group room block until the cut-off date indicated above as a courtesy to the Group without the obligation by Group for attrition or cancellation. Group agrees to promote Hotel to its attendees as the preferred Hotel for guest reservations. Hotel will periodically review the number of reservations made prior to cut-off date to anticipate the likelihood of Groups utilization of all rooms. If the Hotel determines that it is unlikely that Group will utilize all rooms and the Hotel is anticipating a 90% or more occupancy. Hotel may at its discretion elect to decrease the block to make rooms available for general sale at prevailing rates. Hotel will notify Group in advance if it elects to exercise this option and offer Group first right of refusal to secure remaining rooms via a non-refundable one nights room and tax deposit.

**RESERVATION CUT-OFF DATE**

All the rooms provided in your courtesy block will be held on a definite basis for you upon signing of this contract. All reservations be received by **March 22, 2023**. After that date, the Hotel reserves the right, after consultation with you, to offer unreserved rooms held in your block to other individuals or groups in an effort to reduce its losses or damages that your group may owe to the Hotel as a result of unsold rooms. After your block is filled, and/or after the cut-off date, prevailing rates will apply.

**CHECK IN AND CHECK OUT**

The Hilton Garden Inn Jackson Downtown check-out time is 11:00 a.m. Check-in time is 4:00 p.m. Every attempt will be made to accommodate either early arrivals or late departures based upon guestroom availability. **EARLY CHECK-IN IS NEVER GUARANTEED.** Late check-out will require an additional Fee of \$75.00 per room. Late check-out must be setup in advance. Please notify the Sales office of your estimated time of arrival if the group will be traveling together.

**HILTON HONORS PLANNER POINTS**

The Hotel agrees to awards one (1) base point per \$1 (USD) earned in Room Revenue. Only the Group Planner identified in this contract is eligible to earn Points. Earning of Points will only be awarded as specified in this Contract and in conjunction with all other Event Bonus Program terms and conditions. Planner Points are awarded after completion of the event, checkout of the group and final bill settlement.

Name: \_\_\_\_\_ Hilton Honors Reward #: \_\_\_\_\_

**RESERVATIONS PROCEDURES** *(Please select the appropriate box)*

**Individual**

We understand all guests shall make reservations directly with the Hotel on an individual basis, identifying themselves as members of the **NLC SCEI Community Engagement**. For the convenience of your attendees, we offer Hilton’s toll-free reservations number: 1-877-STAY-HGI (1-877-782-9444.) Following the reservation cut-off date, guestrooms are subject to availability and the Hotel’s prevailing room rates.

**GUESTROOM DEPOSIT/GUARANTEE POLICY**

Guestrooms may be canceled prior to **48** hours before arrival without penalty of a cancellation fee of one night’s room and



tax. If a guest fails to arrive on the expected date of arrival, the reservation will be charged a “no-show” fee of one night’s room and tax and released for the remaining dates reserved.

*Recommended credit cards or other forms of payment:  
valid American Express, Diners Club, Discover, EnRoute, JCB, MasterCard, Optima, Visa.  
(Personal Checks will not be accepted.)*

**MEETING SPACE**

The Hilton Garden Inn Jackson Downtown has over 7,000 square feet of flexible meeting and banquet space. The dedicated second floor Mezzanine overlooks our grand, historical lobby providing the ideal setting for self-contained gatherings. Host up to 300+ guests in our 3,100 square foot Grand Ballroom. The Hotel has eight (8) other meeting spaces available to hold groups of 10+, all the way up to 100+ guests. Contact your Sales Executive if you need to add a function along with your block of rooms. *Scheduled Tours can be made in advance. Event Requests should be made 7-days in advance with the Hotel.*

▼ Event Manager

Action	Event Classification	Event Name	Event Start Date	Event Start Time	Event End Time	Event End Date	Function Room	Function Room Setup	Excl. Rental	Incl. Rental	Function Room Opti	Option #L	Setup Da...	Teardown	Agreed
<a href="#">View</a> <a href="#">Details</a>	Meeting	Meeting	Wed 04/12/2023	8:00 AM	5:00 PM	Wed 04/12/2023	Club, Coronet & Cr...	Classroom	600.00	654.00			30	30	50
<a href="#">View</a> <a href="#">Details</a>	Breakfast Buffet	Breakfast Buffet	Wed 04/12/2023	9:00 AM	10:00 AM	Wed 04/12/2023	Bamboo	Rounds					30	30	25
<a href="#">View</a> <a href="#">Details</a>	Lunch Buffet	Lunch Buffet	Wed 04/12/2023	12:30 PM	1:30 PM	Wed 04/12/2023	Bamboo	Rounds					30	30	50
<a href="#">View</a> <a href="#">Details</a>	Breakfast Buffet	Breakfast Buffet	Thu 04/13/2023	8:00 AM	9:00 AM	Thu 04/13/2023	Bamboo	Rounds					30	30	25
<a href="#">View</a> <a href="#">Details</a>	Meeting	Meeting	Thu 04/13/2023	8:00 AM	5:00 PM	Thu 04/13/2023	Club, Coronet & Cr...	Classroom	600.00	654.00			30	30	50

**CATERING AVAILABLE**

Nick Wallace Catering is our exclusive celebrity banquet caterer. Please contact the Sales Office if you require any catering needs/Function add-on for your group trip and we will forward your information to NWC. *All pricing is subject to change without notice and are not guaranteed until a BEO (Banquet Event Order) has been signed, confirming the menu selections. Final Headcounts are due no later than two weeks before the event. If the headcount is not received, then the estimated headcount will be used. Please notify NWC of any food allergies or sensitivities when finalizing menu selections.*

**TAXES AND FEES**

Our current taxes and fees are as followed.

- **Rooming Tax 11%\***
- **Rooming Occupancy Fee \$ .75 per rooming night\***
- **Sales Tax 9%\***
- **Food & Beverage Tax 9%\***
- **Service Charge 22%\***
- **Parking Tax 7%\***

*\*Taxes and Fees are subject to change. The Hotel will notify the Guest in writing should these changes occur.*

**CONFERENCE MATERIALS**

The Hotel’s shipping and handling package policy is such that the Hotel can only accept materials on a prepaid basis. Handling charges will be incurred based upon size, weight, and storage of conference materials. For specific details, contact your Sales Executive.



**SIGNS AND DISPLAYS**

No signs, banners and displays shall be erected in any part of the Hotel without approval of the Sales Executive and may be subject to installation fees. The Hilton Garden Inn Jackson Downtown is pleased to provide complimentary easels for this purpose.

**PARKING**

Valet parking is available at a current rate of \$22.00, plus applicable 7% sales tax, per night. Daily event parking is available at a current rate of \$12.00, plus applicable 7% sales tax, per day. Bus parking is available at a current rate of \$75.00, plus applicable 7% sales tax, per day. Prices are subject to change without notice.

**SECURITY**

Security for the event will be required for any events with 200+ attendees OR at the discretion of the Hotel. It is understood that required Security services will be at an additional cost to the Guest.

**GUEST CONDUCT**

All attending guests of the Group Block should conduct themselves in an appropriate manner. The Group Coordinator will be held responsible for the group’s behavior. Any incidentals that occur will be reviewed and documented. The Group Coordinator will be notified at that time and an assessment of damages will be made. If it is determined that the cause of damage was due to the Guest’s negligence or intentional misconduct, the Group Coordinator will be notified and the Guest will assume all liability and expense.

- Drunken/violent disturbances are prohibited and are subject to immediate removal.
- No illegal drugs or paraphernalia is allowed on the property.
- Guests may not engage in any kind of obscene profanity, altercations, or fights.
- Guests conducting this type of behavior will be asked to leave the property immediately.
- The Hotel reserves the right to shut the event down should severe disturbances occur.
- Guns and dangerous weapons are not allowed on the premises. Pursuant to MS §45-9-101.

**FORCE MAJEURE**

Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or declared war in the United States that makes it illegal or impossible for the Hotel to hold the event.

**INDEMNIFICATION & INSURANCE**

To the extent permitted by law, both parties agree to protect, indemnify, defend and hold harmless each other, and the owner of the Hotel and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the other party. You represent and warrant that your activities conducted at the Hotel and in connection with the function shall not infringe the patent, copyright or trademark rights or violate rights of privacy or publicity of any third party.

**AMERICANS WITH DISABILITIES ACT**

The Hotel represents and warrants that, as a place of “Public Accommodation”, it is in compliance to the extent applicable under the regulations implementing Title III of the Americans with Disabilities Act (Public Law 101-336 ADA). Hotel facilities, dining areas, other common areas and sufficient guestrooms, shall be reasonably accessible and usable by persons with disabilities. Further, as per the requirements of the Act, the Hotel shall provide auxiliary aids for those requiring them provided the . **NLC SCEI Community Engagement** informs the Hotel, in advance, in writing of such needs.

**GUEST PROPERTY**

The Hotel is not responsible for any loss or damage to. **NLC SCEI Community Engagement** property and does not maintain insurance covering it.





**ARBITRATION**

The parties agree that any dispute in any way arising out of or relating to this contract, other than disputes involving patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights, will be resolved by arbitration before JAMS/ENDISPUTE® or the American Arbitration Association, pursuant to the organization’s rules in the state and city in which the Hotel is located and pursuant to that State’s law as the governing law. The parties agree that any arbitration award will be enforceable in state or federal court. The prevailing party in any arbitration or court proceeding will be entitled to an award of its reasonable costs and attorney fees and pre and post judgment interest.

**CANCELLATION**

Cancellations must be made in writing to the Hilton Garden Inn Jackson Downtown and are effective upon the date received. Should **NLC SCEI Community Engagement** decide at any time between the confirmation of this contract and the event dates that the above outlined would need to cancel the courtesy block, **NLC SCEI Community Engagement** agrees to notify the Hotel at least 30-days in advance, if possible so that the Hotel will be able to release and resell the guestrooms.

**AMENDMENTS / CHANGES**

Any amendments or changes to the arrangements described in this contract must be made in writing, signed by both you and us.

**CONDITIONS OF ACCEPTANCE**

It is our understanding the above arrangements are to be held until June 21, 2023; at which time you will have reached a decision. Failure to do so may result in loss of space and re-negotiated rates. Should another group approach us wanting to contract these proposed dates on a definite basis, **NLC SCEI Community Engagement** will have a 48-hour first right of refusal. After that time, you have the option to confirm definite with the Hilton Garden Inn Jackson Downtown or to release the space and room allotment we are holding for your function. Your acceptance will be effective once you return the signed contract with our countersignature. It is our understanding that the undersigned is empowered by **NLC SCEI Community Engagement** to accept and confirm definite the arrangements as stated within this contract.

APPROVED AND ACCEPTED BY:

FOR HOTEL:

\_\_\_\_\_  
**NLC SCEI Community Engagement**  
Chokwe Antar Lumumba, Mayor

\_\_\_\_\_  
Sarah Johnson  
Task Force Director of Sales

Date:

Date:



33



OFFICE OF THE CITY CLERK  
RL 11/1/23

**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 4 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO COMPLETE AND IMPLEMENT THE BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)**

**WHEREAS**, the City of Jackson's public transportation system needs a Bus Network Plan, a long-range vision to reshape the current transit network that will support mobility options, enhance transportation corridors, and integrate land-use policies with a well-connected transportation system; and

**WHEREAS**, on August 4, 2020, Minute Book 6R, page 380, the governing authorities authorized the Mayor to execute an agreement with Connetics Transportation Group to conduct a transportation plan study of the City's public transit system at a total cost not to exceed \$399,576.00; and

**WHEREAS**, on August 17, 2021, Minute Book 6T, page 426-427, the governing authorities authorized the Mayor to execute Extension#1 with Connetics Transportation Group to conduct a transportation plan study of the City's public transit system at no additional cost to extend the time needed to complete the transit study plan; and

**WHEREAS**, on December 21, 2021, Minute Book 6U, page 295, the governing authorities authorized the Mayor to execute Extension#2 with Connetics Transportation Group to complete and implement the bus network plan for Jackson Public Transportation System at a total amount not to exceed four hundred sixty-one thousand seven hundred and eighty-two dollars (\$461,782.00); and

**WHEREAS**, on December 6, 2022, Minute Book 6W, page 426-427, the governing authorities authorized the Mayor to execute Extension#3 with Connetics Transportation Group to conduct a transportation plan study of the City's public transit system at no additional cost to extend the time needed to complete the transit study plan; and

**WHEREAS**, Connetics Transportation Group experienced a delay in getting all procurements completed for signage, apps, GTFS data, and finalizing run cutting; and

**WHEREAS**, acknowledging that neither the scope of work nor the cost has changed, the Department of Planning and Development, through its Transit Division, has determined that it is in the best interest of the City to continue to utilize the services of Connetics Transportation Group until the implementation of the new transit network; and

**WHEREAS**, the Transit Division is recommending that the governing authorities authorize the Mayor to execute an amendment and related documents to the agreement with Connetics Transportation Group to extend the time needed to complete the transit study plan project, with no change in the scope of work or the original cost.

Agenda Item # 33  
November 7, 2023  
(Dotson, Lumumba)

**IT IS, THEREFORE, ORDERED** that the governing authorities hereby authorizes the Mayor to execute an amendment and related documents to the agreement with Connetics Transportation Group to extend the time needed to implement the new transit network for an additional twelve (12) months expiring on December 31, 2024.

**IT IS FURTHER ORDERED** that the Transit Division is authorized to pay Connetics Transportation Group the three hundred thirty-three thousand two hundred and thirty dollars and twenty-three cents (\$333,230.23) remaining from Extension#2 agreement to complete and implement the bus network plan for Jackson Public Transportation System.

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 9/26/2023**


POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 4 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO COMPLETE AND IMPLEMENT THE BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	Residents and visitors of JAMF
4.	<b>Benefits</b>	Residents and visitors of JAMF
5.	<b>Schedule (beginning date)</b>	January 1, 2024
6.	<b>Location:</b>	Department of Planning & Development/Office of Transportation/All wards
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development Office of Transportation
8.	<b>COST</b>	\$0.00 Funds are already encumbrance under Contract#2021004
9.	<b>Source of Funding</b> General Fund Grant Bond Other	Funds are already encumbrance under Contract#2021004
10.	<b>EBO participation</b>	ABE ___% WAIVER yes ___ no ___ N/A <u>X</u> AABE ___% WAIVER yes ___ no ___ N/A <u>X</u> WBE ___% WAIVER yes ___ no ___ N/A <u>X</u> HBE ___% WAIVER yes ___ no ___ N/A <u>X</u> NABE ___% WAIVER yes ___ no ___ N/A <u>X</u>



# MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor

**THRU:** Chloe Dotson, Director  
Department of Planning & Development

**FROM:** Christine Welch, Deputy Director   
Office of Transportation

**DATE:** September 14, 2023

**RE:** Agenda Item for September 26, 2023 City Council Meeting

The attached agenda item authorizes the Mayor to execute Supplemental Agreement #4 with Connetics Transportation Group to complete and implement the transit plan study and new bus plan for the City's Public Transit System-JTRAN expiring on December 31, 2024 at no additional cost.

If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail [cwelch@city.jackson.ms.us](mailto:cwelch@city.jackson.ms.us).

Office of the City Attorney

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

RECEIVED BY THE CITY ATTORNEY  
10/31/23

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 4 AND RELATED DOCUMENTS TO THE AGREEMENT WITH CONNETICS TRANSPORTATION GROUP TO COMPLETE AND IMPLEMENT THE BUS NETWORK PLAN FOR THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin**, *City Attorney*

**Kristie Metcalfe**, *Deputy City Attorney*



10/31/23

**Date**



34



**ORDER AUTHORIZING FINAL PAYMENT AND PUBLICATION OF NOTICE OF COMPLETION TO THE CONTRACT OF GCW PAVEMENT SERVICES FOR THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)**

OFFICE OF THE MUNICIPAL CLERK  
10/18/23

**WHEREAS**, the City of Jackson, Mississippi entered into a contract with GCW Pavement Services on May 20, 2022 for the Bus Stop Improvement Program of the Jackson Public Transportation System (JTRAN); and

**WHEREAS**, a final inspection was held by Michael Baker International, Department of Public Works, and Transit Services, and Transit Services recommends acceptance of the project; and

**WHEREAS**, Transit Services recommends final payment in the amount of forty-nine thousand four hundred sixty-six dollars and fifty-two cents (\$49,466.52) to GCW Pavement Services; and

**WHEREAS**, the bonding company, Old Republic Surety Company, surety on performance of the said contract has authorized release and payment of all monies due under said contract; and

**IT IS, THEREFORE, ORDERED** that the City make final payment in the amount of forty-nine thousand four hundred sixty-six dollars and fifty-two cents (\$49,466.52) with eighty percent (80%) of the cost or thirty-nine thousand seven hundred seventy-three dollars and twenty-two cents (\$39,573.22) to be paid by the Federal Transit Administration and twenty percent (20%) or nine thousand eight hundred ninety-three dollars and thirty cents (\$9,893.30) from local match from FY2023 Transit Budget and release all securities held to GCW Pavement Services for all the work completed and materials furnished under this contract and that the Municipal Clerk publish the Notice of Completion of the Bus Stop Improvement Program.

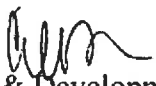
Item No.: 34  
Agenda Date: October 10, 2023  
By: (Dotson, Lumumba)


**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 10/10/2023**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	ORDER AUTHORIZING FINAL PAYMENT AND PUBLICATION OF NOTICE OF COMPLETION TO THE CONTRACT OF GCW PAVEMENT SERVICES FOR THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)
2.	<b>Public Policy Initiative:</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	Residents and visitors of JAMF
4.	<b>Benefits</b>	Residents and visitors of JAMF
5.	<b>Schedule (beginning date)</b>	Project Completed
6.	<b>Location:</b>	Department of Planning & Development/Office of Transportation/All wards
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development/Office of Transportation
8.	<b>COST</b>	Final Payment: \$49,466.52 Final Contract Cost: \$494,665.28
9.	<b>Source of Funding</b> General Fund <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond Other	Total Cost: \$49,466.52 Acct#: 187.565.30.6824 (Federal: \$39,573.22/Local: \$9,893.30) <b>Grant</b> MS.90.X081-01/ALI 11.32.10, 11.31.10, 11.34.01 <b>FUNDS WERE RETAINED UNDER CONTRACT#2022480 UNDER ACCOUNT#187.2104</b>
10.	<b>EBO Participation</b>	ABE ___%    WAIVER    yes ___ no ___    N/A ___X___ AABE ___%    WAIVER    yes ___ no ___    N/A ___X___ WBE ___%    WAIVER    yes ___ no ___    N/A ___X___ HBE ___%    WAIVER    yes ___ no ___    N/A ___X___ NABE ___%    WAIVER    yes ___ no ___    N/A ___X___

# MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor

**THRU:** Chloe Dotson, Director   
Department of Planning & Development

**FROM:** Christine Welch, Deputy Director   
Office of Transportation

**DATE:** September 25, 2023

**RE:** Agenda Item for October 10, 2023 City Council Meeting

The attached agenda item authorizes the final payment and publication of completion to the contract with GCW Pavement Services for the Bus Stop Improvement in the amount of \$49,466.52. This project was for the purchase and installation of 13 newly designed ADA accessible bus shelters.

If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail [cwelch@city.jackson.ms.us](mailto:cwelch@city.jackson.ms.us).



Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY  
10/31/23

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING FINAL PAYMENT AND PUBLICATION OF NOTICE OF COMPLETION TO THE CONTRACT OF GCW PAVEMENT SERVICES FOR THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Catoria Martin**, *City Attorney*

**Kristie Metcalfe**, *Deputy City Attorney*

  
\_\_\_\_\_

10/31/23  
\_\_\_\_\_  
**Date**

35



**ORDINANCE CREATING SECTION 118-383 OF THE CITY OF JACKSON  
CODE OF ORDINANCES AUTHORIZING THE DELEGATION OF  
PARKING REGULATION TO A PRIVATE ENTERPRISE**

OFFICE OF THE CITY ATTORNEY  
11/7/23

**WHEREAS**, Section 21-37-32 of the Mississippi Code of 1972, as amended, authorizes a municipality to delegate all or a portion of the authority to enforce any municipal ordinance concerning the regulation of parking within the municipality or any portion thereof; and

**WHEREAS**, the City desires to delegate the enforcement of its parking regulations within those areas where the City Council has designated metered parking.

**THEREFORE, BE IT ORDAINED** as follows:

**SECTION 1.** Section 118-383 of the City of Jackson Code of Ordinances is created as follows:

Section 118-383. The governing authorities may delegate to an appropriate private enterprise through a contract the authority to enforce any ordinance concerning the regulation of parking with the City of Jackson or any part thereof, including, but not limited to, penalties for violations, deadlines for the payment of fines and late payment penalties for fines not paid when due. The contract may also provide that a summons or parking citation for the violation may be issued by a uniformed law enforcement officer, uniformed law enforcement employee or by uniformed personnel employed by the delegate serving under such contract.

**SECTION 2.** This ordinance shall be effective one month after its passage and publication by the Municipal Clerk.

**SECTION 3.** The Municipal Clerk shall cause this ordinance to be publish.

Agenda Item # 35  
November 7, 2023  
(R. Lee, Lumumba





**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Honorable Chokwe A. Lumumba, Mayor

**From:** Robert Lee, P.E., Interim Director  
Department of Public Works

**Date:** November 1, 2023

**Agenda Item:** **ORDINANCE CREATING SECTION 118-383 OF  
THE CITY OF JACKSON CODE OF ORDINANCES  
AUTHORIZING THE DELEGATION OF PARKING  
REGULATION TO A PRIVATE ENTERPRISE**

**Council Meeting:** Regular Council Meeting, November 7, 2023

**Purpose:** To allow the City to contract with a private entity for the enforcement of its parking meter ordinances

**Cost:** No cost

**DPD Manager:** N/A

**Background:** This agenda item will create an ordinance, pursuant to Mississippi law, that will allow the City to contract with a private entity for the enforcement of its parking ordinances, particularly its parking meter ordinances.

This ordinance will allow SP Plus Corporation, who is also proposed at this meeting for a management agreement for the operation, maintenance, and enforcement of the City metered parking system, to enforce the City's parking ordinances within the areas of the City designated for metered parking.

Office of the City Attorney

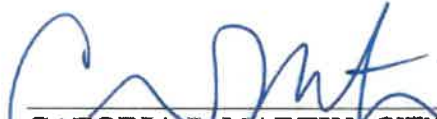

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OFFICE OF THE CITY ATTORNEY  
11/1/23

## OFFICE OF THE CITY ATTORNEY

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This **ORDINANCE CREATING SECTION 118-383 OF THE CITY OF JACKSON CODE OF ORDINANCES AUTHORIZING THE DELEGATION OF PARKING REGULATION TO A PRIVATE ENTERPRISE** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**CATORIA P. MARTIN, CITY ATTORNEY**  
Terry Williamson, *Legal Counsel* 

11/1/23  
\_\_\_\_\_  
**DATE**

36





**ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #3/FINAL TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCING ONE-YEAR WARRANTY FOR THE WEST CAPITOL STREET PROJECT (BOLING STREET TO PRENTISS STREET)**

OFFICE OF THE CITY ATTORNEY  
11/7/23

**WHEREAS**, the City of Jackson executed a contract with Hemphill Construction Company, Inc. for the West Capitol Street from Boling Street to Prentiss Street; and

**WHEREAS**, Change Order No. 3/Final increases the contract amount by \$42,429.68 due to the addition of an open cut sewer connection across Capitol St for one apartment complex and the addition of two curb ramps inadvertently omitted from the plans; and

**WHEREAS**, a final inspection was held by the Department of Public Works and the Department recommends acceptance of the project; and

**WHEREAS**, the bonding company Federal Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract; and

**WHEREAS**, the Department of Public Works recommends that the governing authorities accept Change Order No. 3/Final and authorize final payment in the amount of \$45,753.28 to Hemphill Construction Company, Inc.

**IT IS, THEREFORE ORDERED** that the Mayor is authorized to execute Change Order No. 3/Final to the Contract with Hemphill Construction Company, Inc. for the West Capitol Improvement Project, increasing the contract amount by \$42,429.68, for a final contract amount of \$8,191,969.01 and authorize final payment in the amount of \$45,753.28 to Hemphill Construction Company, Inc.

**IT IS FURTHER ORDERED** that all securities held in lieu of retainage be returned to Hemphill Construction Company, Inc., that the one-year warranty shall commence effective September 1, 2023, and that the Municipal Clerk shall publish the Notice of Completion of the West Capitol Improvement Project.

Item: 36  
Date: November 7, 2023  
By: R. Lee, Lumumba

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** November 1, 2023

DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>						
1.	<b>Brief Description/Purpose</b>	Order to Close Out the W Capitol St Project						
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life						
3.	<b>Who will be affected</b>	Motorists on W Capitol St between Boling and Prentiss St.						
4.	<b>Benefits</b>	Street construction project						
5.	<b>Schedule (beginning date)</b>	Construction Complete						
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	W Capitol St between Boling and Prentiss St (Wards 3 & 5)						
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	City of Jackson, Department of Public Works, Engineering Division						
8.	<b>COST</b>	Adds \$42,429.68 to the contract amount. New and final contract amount: \$8,191,969.01 Final payment of \$45,753.28						
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input checked="" type="checkbox"/></li> </ul>	1% Sales Tax						
10.	<b>EBO participation</b>	ABE	_____%	WAIVER	yes ___	no ___	N/A	_____
		AABE	_____%	WAIVER	yes ___	no ___	N/A	_____
		WBE	_____%	WAIVER	yes ___	no ___	N/A	_____
		HBE	_____%	WAIVER	yes ___	no ___	N/A	_____
		NABE	_____%	WAIVER	yes ___	no ___	N/A	_____

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

**MEMORANDUM**

**To:** Mayor Chokwe Antar Lumumba

**From:** Robert Lee, P.E.  
Interim Director & City Engineer

**Date:** October 29, 2023

**Subject:** Agenda Item for City Council Meeting

Attached you will find an item for the agenda that closes out the contract with Hemphill for the West Capitol Street project.

During construction, crews discovered that an apartment complex near Capitol St and Delaware St was not connected to the main City sewer line. Instead, it was connected to a parallel sewer line that was scheduled to be abandoned in place. In order to connect the apartment to the main City sewer line, the sewer tap was extended across the street from the to-be-abandoned sewer line to the main sewer line. During the final inspection, City staff discovered two necessary curb ramps had not been built. Upon a review of the plans, they were inadvertently left off the plans. The ramps were added in order to comply with the Americans with Disabilities Act.

The proposed change in contract amount is an increase of \$42,429.68 to \$8,191,969.01. The agenda item authorizes final payment in the amount of \$45,753.28, authorizes release of securities held in lieu of retainage, authorizes commencement of the one year warranty, and authorizes publication of the notice of completion. It is the recommendation of Public Works that the order be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.



Office of the City Attorney

OFFICE OF THE CITY ATTORNEY  
455 East Capitol Street  
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Jackson, Mississippi 39207-2779  
Telephone: (601) 960-1799  
Facsimile: (601) 960-1786  
11/2/23

## OFFICE OF THE CITY ATTORNEY

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This ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #3/FINAL TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCING ONE-YEAR WARRANTY FOR THE WEST CAPITOL STREET PROJECT (BOLING STREET TO PRENTISS STREET) is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
CATORIA P. MARTIN, CITY ATTORNEY  
Terry Williamson, Legal Counsel 

11/2/23  
\_\_\_\_\_  
DATE

**CHANGE ORDER NUMBER THREE (3) and FINAL**  
**WEST CAPITOL STREET IMPROVEMENTS**  
(Interstate 220 to Prentiss Street)

<b>DATE</b>	September 15, 2023
<b>TITLE</b>	West Capitol Street Improvements (I-220 to Prentiss St.)
<b>OWNER</b>	City of Jackson
<b>CONTRACTOR</b>	<b>HEMPHILL CONSTRUCTION CO., INC.</b> P. O. Drawer 879 Florence, MS 39073
<b>ENGINEER</b>	Southern Consultants, Inc. 5740 County Cork Road Jackson, Mississippi 39208
<b>ORIGINAL CONTRACT PRICE</b>	\$ 5,962,007.95
<b>CURRENT CONTRACT PRICE (CO#2)</b>	\$ 8,149,539.33
<b>TOTAL ADD CHANGE ORDER NO. 3</b>	\$ 42,429.68
<b>FINAL CONTRACT PRICE INCLUDING CHANGE ORDER NUMBER 3</b>	<u>\$ 8,191,969.01</u>
<b>CONTRACT TIME</b>	No Change
<b>DESCRIPTION OF CHANGES</b>	See Page 2
<b>JUSTIFICATION</b>	See Page 3

**APPROVALS**

Accepted By  
Hemphill Construction Co., INC.

  
Richard Rule, President

Recommended By  
SOUTHERN CONSULTANTS, INC.

  
James S. Stewart, P.E., Vice President

Recommended for Approval  
CITY OF JACKSON

Robert Lee, P.E., City Engineer

Approved  
CITY OF JACKSON

Chokwe Antar Lumumba, Mayor

Acceptance of final payment by Contractor constitutes a complete and general release of the City from all claims and liability of whatever nature, whether then known or unknown, whether then existing or thereafter arising, and whether in contract, tort, or other basis of relief. No payment, including final payment, nor partial or entire use or occupancy of the Work, shall be construed as acceptance of effective, incomplete or nonconforming Work, and Contractor shall remain responsible and liable for full performance in strict compliance with the Contract Documents.

**CHANGE ORDER NO. THREE (3) and FINAL**

15-Sep-23

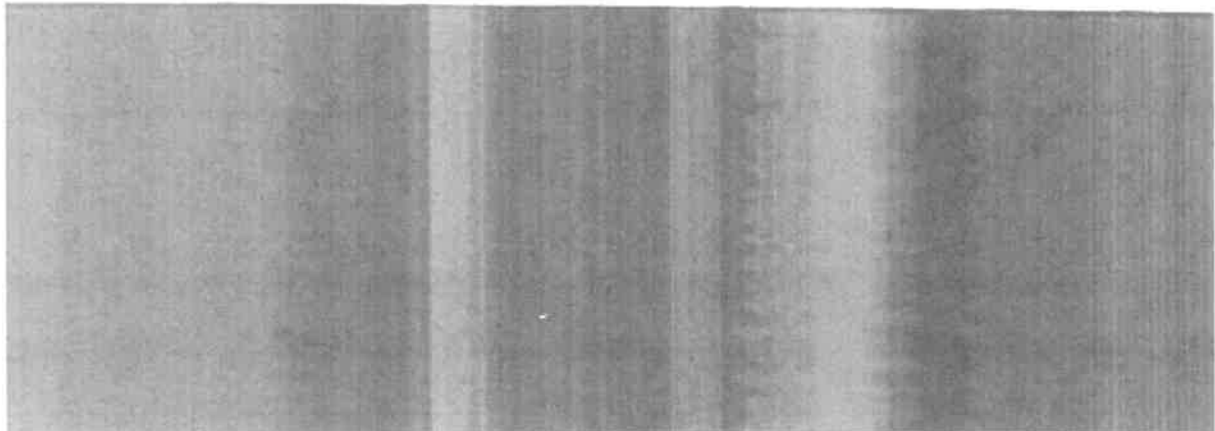
West Capitol Street Improvements

**DESCRIPTION OF CHANGES**

ITEM NO.		QUANTITY	UNITS	UNIT PRICE	ITEM TOTAL	
202-8027	Removal of Asphalt Pavement, All Depths	1216.000	SY	18.00	21,888.00	ADD
202-8028	Removal of Concrete Sidewalks and Driveways, All Depths	221.780	SY	16.10	3,570.70	ADD
202-8029	Removal of Curbs and/or Curb & Gutter, All Types	4322.500	LF	3.00	12,967.50	DEDUCT
202-8031	Barrow Excavation, All, Full, Class 09-6	814.000	CY	15.00	12,210.00	ADD
202-8031	Excav Excavation, FM, All	153.100	CY	11.00	1,684.10	DEDUCT
213-8031	Topsoil for Stone Treatment, CF	63.000	CY	29.00	1,827.00	DEDUCT
225-8031	Mulch, Vegetative Mulch	3.000	TN	225.00	675.00	DEDUCT
226-8031	Temporary Grading	1.000	AC	600.00	600.00	DEDUCT
237-8032	Wickets, 20"	350.000	LF	0.75	262.50	DEDUCT
907-250-8035	Utility Work Sewer - Existing Inlet/Manhole Repair	1.000	EA	1,000.00	1,000.00	ADD
907-250-8034	Utility Work - Sewer, CPP and Post CCTV of Existing 8"	0.000	LF	28.75	0.00	DEDUCT
907-250-8034	Utility Work - Sewer, 4" Service Line Reinstatement	13.000	EA	1.20	15.60	DEDUCT
907-250-8034	Utility Work Sewer - Video Inspection and Cleaning (12'-24")	47.000	LF	16.40	770.80	DEDUCT
904-8032	5/8" Crushed Stone Base	451.000	TN	79.00	35,729.00	ADD
902-8031	Bituminous Tack Coat	1198.000	GAL	8.00	9,584.00	DEDUCT
906-8032	Cold Milling of Bituminous Pavement, All Depths	10768.0	SY	2.75	29,612.00	ADD
909-8032	Lean Cut, Full Depth	438.000	LF	16.00	7,008.00	ADD
901-8031	Class "B" Structural Concrete, Minor Structures	0.300	CY	1,000.00	300.00	DEDUCT
902-8031	Reinforcing Steel	1199.500	LBS	0.40	479.80	DEDUCT
909-8035	24" Reinforced Concrete Pipe, Class III	36.000	LF	75.00	2,700.00	ADD
909-8031	12" Corrugated Polyethylene Pipe	10.000	LF	76.00	760.00	ADD
904-8031	Curbs	148.000	LBS	1.50	222.00	DEDUCT
909-8031	Gratings	82.000	LBS	3.43	281.26	DEDUCT
907-803-8031	Overstable Warning Panels	48.000	SY	28.00	1,344.00	DEDUCT
902-8032	Combination Concrete Curb and Gutter, Per Plans	243.500	LF	18.50	4,504.75	DEDUCT
913-8031	Adjustment of Manhole	26.000	EA	1,000.00	26,000.00	ADD
913-8031	Adjustment of Water Meter	1.000	EA	580.00	580.00	DEDUCT
913-8031	Adjustment of Water Valves	6.000	EA	288.00	1,728.00	DEDUCT
913-8031	Adjustment of Gas Valves	1.000	EA	285.00	285.00	ADD
919-8033	Temporary Traffic Signs, Continuous Yellow, Paint	2924.32	LF	0.50	1,462.16	ADD
919-8033	Temporary Traffic Signs, 54x White, Paint	339.230	LF	0.29	112.81	ADD
919-8033	Temporary Traffic Signs, 60x4, Paint	481.000	LF	0.30	144.30	DEDUCT
919-8033	Temporary Traffic Signs, Legend, Paint	922.000	SY	2.90	2,673.80	ADD
919-8034	Temporary Traffic Signs, Legend, Paint	722.000	LF	2.50	1,805.00	ADD
919-8031	Standard Roadside Signs, Sheet Aluminum, 0.08" Thickness	11.000	SF	25.00	275.00	DEDUCT
919-8031	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness	14.000	SF	28.50	399.00	DEDUCT
919-8031	STEEL U-SECTION POSTS, 3.0 LB/FT	764.000	LF	12.00	9,168.00	DEDUCT
907-803-8038	Remove and Reset Signs, Ground Mounted	15.000	EA	120.00	1,800.00	DEDUCT
919-8031	Lower Rip Rap, Sta 100	16.200	TN	60.70	983.10	ADD
902-807-250-8031	Utility Work - Sewer Repairs	1.000	LF	375.00	375.00	DEDUCT
902-807-250-8031	Utility Work - Sewer Repairs	1.000	EA	10,000.00	10,000.00	DEDUCT
902-807-250-8031	Utility Work Sewer - Video Inspection and Cleaning	2433.000	LF	9.25	22,503.75	ADD
902-807-250-8031	Utility Work - Sewer, CPP and Post CCTV of 8" Sewer Line	321.000	LF	38.75	12,446.25	DEDUCT
902-803-8032	13.5-MIN, MT, Asphalt Pavement, Leveling	970.840	TN	140.00	135,917.60	DEDUCT
902-803-8034	3.5-MIN, J, Asphalt Pavement	227.300	SF	140.00	31,822.00	ADD
902-803-8031	Concrete Sidewalk, With Reinforcement	132.000	SY	84.25	11,121.00	ADD
902-803-8031	Combination Concrete Curb and Gutter, Per Plans	627.800	LF	21.60	13,560.48	DEDUCT
902-803-8031	Concrete Sidewalk, With Reinforcement	141.000	SY	128.00	18,048.00	ADD
902-803-8031	6" Thermoplastic Edge Strips, Slip White	70	LF	0.65	45.50	DEDUCT
902-803-8031	6" Thermoplastic Edge Strips, Continuous White	156.0	LF	1.15	179.40	DEDUCT
902-803-8031	6" Thermoplastic Traffic Strips, Slip Yellow	891	LF	0.64	570.24	DEDUCT
902-803-8031	6" Thermoplastic Traffic Strips, Continuous Yellow	1,374	LF	1.15	1,580.10	ADD
902-803-8031	Thermoplastic Detail Strips, White	1,380	LF	2.88	3,974.40	ADD
902-803-8031	Thermoplastic Detail Strips, Yellow	3,124	LF	2.66	8,309.64	DEDUCT
902-803-8031	Thermoplastic Legend, White	522.00	SF	7.85	4,097.70	ADD
902-803-8031	Thermoplastic Legend, White	498	LF	3.55	1,762.90	ADD
902-803-8031	Red-Char Reflective High Performance Raised Markers	4.00	EA	8.00	32.00	DEDUCT
902-803-8031	Two-Way Yellow Reflective High Performance Raised Markers	84	EA	8.00	672.00	DEDUCT
New Item 1	New Sewer Service - Sta. 75+25.6	1	LS	37,300.00	37,300.00	ADD
<b>TOTAL ADD:</b>					<b>\$42,428.85</b>	<b>ADD</b>

**JUSTIFICATION**

1. This change order rectifies final "as-buil" quantities for the project.
2. New Item 1 – During cleaning/CCTV of the existing 8" between Sta. 73+60 and 78+40 (480'± it was discovered that the line had collapsed in multiple locations and could not be rehabilitated with cured in place pipe. Based on Pay Item CO2-907-260-A004 Utility Work Sewer Repairs, re-laying the line would cost an estimated \$180,000. This section serves only two parcels (Parcels 115-5 and 115-6) on the north side of West Capitol. The decision was made to tie into the existing sewer manhole on the south side of West Capitol and lay a new 8" across West Capitol to serve the two parcels. The Lump Sum price agreed to was \$37,500.00.





**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

**AIA DOCUMENT G707**

**FEDERAL INSURANCE COMPANY BOND NO. K4019700A**

**PROJECT: West Capitol Street Improvements (Prentiss Street to I-220)  
City Project Number 19B4014.501**

**TO (Owner)  
City of Jackson  
P O Box 17  
Jackson MS 39205**

**ARCHITECT'S PROJECT NO.:  
CONTRACT FOR: SAME AS ABOVE  
CONTRACT DATE: January 15, 2021**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

**FEDERAL INSURANCE COMPANY  
P O Box 1650  
Whitehouse Station NJ 08889-1650**

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

**Hemphill Construction Company, Inc.  
P O Drawer 879  
Florence, MS 39073-0879**

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve  
the Surety Company of any of its obligations to (here insert name and address of Owner)

**City of Jackson  
P O Box 17  
Jackson MS 39205**

, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this 4 day of October, 2023.

**FEDERAL INSURANCE COMPANY**  
Surety Company

*Mary Anne Goodin*  
Signature of Authorized Representative

**Mary Anne Goodin**  
Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF  
DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION, AIA ©  
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ONE PAGE

FORM 15-10-87 (ED. 4-77)

# CHUBB

## Power of Attorney

### Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety, provision or otherwise, bonds and underwritings and other writings obligatory in the nature thereof (other than bill bonds) given or executed in the course of business, and any instruments extending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1<sup>st</sup> day of August, 2023.

*Dawn M. Chioros*

Dawn M. Chioros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

On this 1<sup>st</sup> day of August, 2023, before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



NATHANIEL J. ADelaar  
NOTARY PUBLIC OF NEW JERSEY  
No. 23700055  
Commission Expires July 18, 2024

*Nathanial J. Adelaar*  
Notary Public

#### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, underwritings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in each person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolutions shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolutions shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chioros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **October 4, 2023**



*Dawn M. Chioros*

Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Tel: (800) 633-7483 Fax: (800) 633-7483 e-mail: [avery@chubb.com](mailto:avery@chubb.com)

**APPLICATION AND CERTIFICATION FOR PAYMENT**

Invoice #: H21015-22 Final

To Customer: City of Jackson  
 P.O. Box 17  
 Jackson, MS 39205

Project: H21015-West Capitol Street Improvement Via Engineer Owen Engineer  
 P.O. Box 17  
 Jackson, MS 39205

Application No. 22 Final  
 Period From: 6/23/2023  
 Period To: 10/4/2023

External Contract No.: 1984014.5  
 Contract Date: 1/20/2021

Distribution to:  
 Owner  
 Archival  
 Contractor

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract:  
 Continuation Sheet is attached.

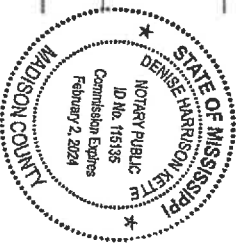
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. Original Contract Sum.....	\$ 5,982,007.55
2. Net Change By Change Order.....	\$ 2,187,531.38
3. Contract Sum To Date.....	\$ 8,191,969.01
4. Work Completed To Date.....	\$ 8,191,969.01
5. Stored Materials Inventory.....	0.00
6. Total Completed and Stored To Date.....	\$ 8,191,969.01
7. Retainage	
a. Maximum Retainage is in effect:	\$ 205,000.00
b. Securities are furnished in lieu of Retainage:	\$ 204,789.23
c. Retainage on Work Completed to Date 2.5%:	0.00
d. Retainage on Stored Materials Inventory 2.5 %:	\$ 204,789.23
e. Total Calculated Retainage:	0.00
f. Total Retainage To Be Withheld:	\$ 6,191,969.01
8. Total Earned Less Retainage.....	\$ 6,148,215.73
9. Less Previous Certificates for Payment.....	\$ 4,673.28
10. Current Payment Due.....	\$ 1,474,942.45
11. Balance to Finish, Plus Retainage.....	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$2,187,531.38	\$0.00
Total Approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$2,187,531.38</b>	<b>\$0.00</b>
Net Changes By Change Order	\$2,187,531.38	

CONTRACTOR: Hemphill Construction Company, Inc.  
 By: *[Signature]* Date: 10/10/2023

State of: Mississippi County of: Madison  
 Subscribed and sworn to before me this 10th day of October, 2023.  
 Notary Public: *[Signature]*  
 My Commission expires February 2, 2024



**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this score application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED: \$45,753.28

(Attach explanation if amount certified differs from the amount applied, listed as figures on the Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: *[Signature]* Date: 10/16/23

OWNER:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

Application and Construction for Payment, containing Engineer's signed certification, is attached. Tabulations below.

Invoice #: H21016-22

Contract: H21016-West Capital Street Improvements

Application No.: 22  
 Application Date: 10/4/2023  
 Period From: 6/23/2023  
 Period To: 10/4/2023  
 External Contract No.: 1984074.501

Item No.	Description of Item	Contract Qty	Unit	Cost Per Unit	Total Cost of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Cost To Date	Balance to Finish	Percent Complete
<b>Earthwork and Removal</b>													
	CLEARING AND GRUBBING	1.00	LS	\$150,000.00	\$150,000.00	1.00	0.00	1.00	\$150,000.00	\$0.00	\$150,000.00	\$0.00	100.00%
202-A001	REMOVAL OF OBSTRUCTIONS	1.00	LS	\$150,000.00	\$150,000.00	1.00	0.00	1.00	\$150,000.00	\$0.00	\$150,000.00	\$0.00	100.00%
202-B007	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	6,000.00	SY	\$19.00	\$152,000.00	13520.40	0.00	13520.40	\$256,897.60	\$0.00	\$256,897.60	-\$104,897.60	168.01%
202-B081	REMOVAL OF CONCRETE SIDEWALK & DRIVEWAYS, ALL DEPTHS	5,800.00	SY	\$16.10	\$93,380.00	10336.42	0.00	10336.42	\$168,418.36	\$0.00	\$168,418.36	-\$73,038.36	178.21%
202-B088	REMOVAL OF CURB AND/OR CURB & GUTTER, ALL TYPES	20,000.00	LF	\$5.00	\$100,000.00	15591.50	0.00	15591.50	\$77,957.50	\$0.00	\$77,957.50	\$22,042.50	77.91%
202-B089	REMOVAL OF DEBRIS AND SAND FROM INLET AND JUNCTION BOX, ALL	15.00	EA	\$1,075.00	\$16,125.00	10.00	0.00	10.00	\$10,750.00	\$0.00	\$10,750.00	\$5,375.00	66.67%
202-B101	REMOVAL OF DEBRIS AND SAND FROM PIPE 18" TO LESS THAN 36"	500.00	LF	\$10.50	\$5,250.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$5,250.00	0.00%
203-EX021	BORROW EXCAVATION, 4H, FINE, CLASS 89-6	9,500.00	CY	\$15.00	\$142,500.00	3104.00	0.00	3104.00	\$46,560.00	\$0.00	\$46,560.00	\$95,940.00	32.67%
203-G001	EXCESS EXCAVATION, FM, 4H Earthwork and Removal Totals	8,500.00	CY	\$11.00	\$93,500.00	5548.85	0.00	5548.85	\$61,015.35	\$0.00	\$61,015.35	\$32,484.65	65.28%
	Roadside Development				\$902,755.00				\$919,538.81	\$0.00	\$919,538.81	-\$18,783.81	91.85%
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	100.00	CY	\$20.00	\$2,000.00	1970.00	0.00	1970.00	\$27,400.00	\$0.00	\$27,400.00	-\$25,400.00	1370.00%
216-A001	SOLID SOODING	7,600.00	SY	\$5.00	\$37,600.00	1990.00	0.00	1990.00	\$9,950.00	\$0.00	\$9,950.00	\$27,650.00	26.53%
219-A001	WATERING	26.00	GAL	\$20.00	\$520.00	8.00	0.00	8.00	\$160.00	\$0.00	\$160.00	\$360.00	32.00%
225-C001	MULCH, VEGETATIVE MULCH	3.00	TON	\$225.00	\$675.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$675.00	0.00%
226-A001	TEMPORARY GRASSING	6.00	AC	\$600.00	\$4,500.00	0.50	0.00	0.50	\$450.00	\$0.00	\$450.00	\$4,050.00	10.00%
234-A001	TEMPORARY SILT FENCE	2,500.00	LF	\$1.85	\$4,625.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$4,625.00	0.00%
237-A002	WATTLES, 20"	1,500.00	LF	\$9.75	\$14,625.00	1110.00	0.00	1110.00	\$10,822.50	\$0.00	\$10,822.50	\$3,802.50	74.00%
	Roadside Development Totals				\$64,435.00				\$49,782.50	\$0.00	\$49,782.50	\$14,652.50	76.72%
<b>Utility Work</b>													
807-290-A003	UTILITY WORK SEWER - EXISTING INLET/MANHOLE REPAIR	10.00	EA	\$1,000.00	\$10,000.00	19.00	0.00	19.00	\$18,020.00	\$0.00	\$18,020.00	-\$8,020.00	190.00%
807-290-A004	UTILITY WORK SEWER - VIDEO INSPECTION AND CLEANING OF EXISTI	10,500.00	LF	\$7.15	\$75,075.00	18417.71	0.00	18417.71	\$117,398.83	\$0.00	\$117,398.83	-\$42,313.83	156.39%

**CONTINUATION SHEET**

Application and Certification for Payment, containing Engineer's signed certification, is attached. Tabulations below.

Invoice #: H21016-22

Contract: H21016-West Capital Street Improvements

Application No.: 22  
 Application Date: 4/04/2023  
 Period From: 6/23/2023  
 Period To: 10/02/2023  
 External Contract No.: 1994014501

Item No.	Description of Item	Contract Qty	Units	Cost per Unit	Total Cost of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Cost To Date	Balance to Finish	Percent Complete
807-280-A004	UTILITY WORK - SEWER, CIP AND POST CCTV OF EXISTING 8" SA	10,000.00	LF	\$26.75	\$267,500.00	899.000	0.00	899.000	\$24,067.75	\$0.00	\$24,067.75	\$273,432.25	8.09%
807-280-A004	UTILITY WORK - SEWER, 4" SERVICE LINE REINSTATEMENT	200.00	EA	\$1.20	\$240.00	0.00	87.00	87.00	\$104.40	\$0.00	\$104.40	\$135.60	43.50%
807-280-A004	UTILITY WORK SEWER - VIDEO INSPECTION AND CLEANING OF EXISTI	5,000.00	LF	\$10.40	\$52,000.00	163.00	0.00	163.00	\$1,691.20	\$0.00	\$1,691.20	\$50,308.80	3.09%
807-282-A005	UTILITY WORK - WATER, 8" WATER LINE POINT REPAIRS	30.00	EA	\$1,000.00	\$30,000.00	2.00	0.00	2.00	\$2,000.00	\$0.00	\$2,000.00	\$28,000.00	6.67%
807-282-A008	UTILITY WORK - WATER, 8"-10" WATER LINE REPLACEMENT	1,000.00	LF	\$25.00	\$25,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	0.00%
	<b>Utility Work Totals</b>				<b>\$489,918.00</b>				<b>\$164,148.88</b>	<b>\$0.00</b>	<b>\$164,148.88</b>	<b>\$325,869.12</b>	<b>33.51%</b>
	<b>Base and Bituminous Paving</b>												
304-F002	SIZE 610 CRUSHED STONE BASE	3,000.00	TON	\$79.00	\$237,000.00	5555.57	0.00	5555.57	\$439,890.03	\$0.00	\$439,890.03	-\$201,890.03	195.19%
402-B001	BITUMINOUS TACK COAT	2,750.00	GAL	\$8.00	\$22,000.00	1551.55	0.00	1551.55	\$12,412.40	\$0.00	\$12,412.40	\$9,587.60	59.42%
403-A002	12.5MM, MT, ASPHALT PAVEMENT, LEVELING	4,400.00	TON	\$110.00	\$484,000.00	4055.36	0.00	4055.36	\$443,899.60	\$0.00	\$443,899.60	\$40,100.40	91.71%
403-A005	19.4MM, MT, ASPHALT PAVEMENT	1,500.00	TON	\$120.00	\$180,000.00	1102.86	0.00	1102.86	\$132,343.20	\$0.00	\$132,343.20	\$47,656.80	73.52%
403-A014	9.5MM, MT, ASPHALT PAVEMENT	4,400.00	TON	\$105.00	\$462,000.00	2201.03	0.00	2201.03	\$239,912.27	\$0.00	\$239,912.27	\$229,087.73	50.02%
408-A002	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	56,500.00	SY	\$2.75	\$155,375.00	42288.00	0.00	42288.00	\$16,237.00	\$0.00	\$16,237.00	\$39,138.00	74.61%
503-C007	SAW CUT, FULL DEPTH	1,000.00	LF	\$10.00	\$10,000.00	15959.00	0.00	15959.00	\$169,850.00	\$0.00	\$169,850.00	-\$149,850.00	1599.50%
	<b>Base and Bituminous Paving Totals</b>				<b>\$1,567,575.00</b>				<b>\$1,643,834.50</b>	<b>\$0.00</b>	<b>\$1,643,834.50</b>	<b>\$24,340.50</b>	<b>86.40%</b>
	<b>Drainage</b>												
601-B001	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	110.00	CY	\$1,000.00	\$110,000.00	105.65	0.00	105.65	\$105,650.00	\$0.00	\$105,650.00	\$4,350.00	86.05%
602-A001	REINFORCING STEEL	8,350.00	LBS	\$0.40	\$3,340.00	8150.50	0.00	8150.50	\$3,260.20	\$0.00	\$3,260.20	\$479.80	87.17%
603-C001	12" REINFORCED CONCRETE PIPE, CLASS III	400.00	LF	\$75.00	\$30,000.00	172.00	0.00	172.00	\$12,900.00	\$0.00	\$12,900.00	\$17,100.00	43.00%
603-C003	15" REINFORCED CONCRETE PIPE, CLASS III	100.00	LF	\$75.00	\$7,500.00	6.00	0.00	6.00	\$450.00	\$0.00	\$450.00	\$7,050.00	6.00%
803-CA011	18" REINFORCED CONCRETE PIPE, CLASS III	188.00	LF	\$75.00	\$14,100.00	53.00	0.00	53.00	\$3,975.00	\$0.00	\$3,975.00	\$10,125.00	31.55%
803-CA028	24" REINFORCED CONCRETE PIPE, CLASS III	48.00	LF	\$75.00	\$3,600.00	80.00	0.00	80.00	\$4,500.00	\$0.00	\$4,500.00	-\$900.00	125.00%

# CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification, is attached. Tabulations follow.

Invoice #: H21016-22

Contract: H21016-West Capital Street Improvements

Application No.: 22  
 Application Date: 10/4/2023  
 Period From: 6/23/2023  
 Period To: 10/4/2023  
 External Contract No.: 1994014.001

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Cost To Date	Balance to Finish	Percent Complete
603-CB003	18" REINFORCED CONCRETE END SECTION	2.00	EA	\$75.00	\$150.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$150.00	0.00%
603-CE002	22" X 13" CONCRETE ARCH PIPE, CLASS A III	88.00	LF	\$75.00	\$7,200.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$7,200.00	0.00%
603-PB001	12" CORRUGATED POLYETHYLENE PIPE	200.00	LF	\$75.00	\$15,000.00	144.00	0.00	144.00	\$10,800.00	\$0.00	\$10,800.00	\$4,200.00	72.00%
604-A001	CASTINGS	3,800.00	LBS	\$1.50	\$5,700.00	3052.00	0.00	3052.00	\$4,578.00	\$0.00	\$4,578.00	\$222.00	96.11%
604-B001	GRATINGS	1,000.00	LBS	\$3.43	\$3,430.00	918.80	0.00	918.80	\$3,148.74	\$0.00	\$3,148.74	\$281.26	91.80%
607-604-C001	PRECAST MANHOLE, 48" DIAMETER Incidental Construction	14.00	EA	\$3,100.00	\$43,400.00	11.00	0.00	11.00	\$34,100.00	\$0.00	\$34,100.00	\$9,300.00	78.57%
					\$22,230.00				\$19,4281.94	\$0.00	\$19,4281.94	\$23,008.06	78.04%
608-B001	CONCRETE SIDEWALK WITH REINFORCEMENT	7,750.00	SY	\$50.00	\$387,500.00	6908.72	0.00	6908.72	\$345,436.00	\$0.00	\$345,436.00	\$42,064.00	88.14%
607-608-C001	DETECTABLE WARNING PANELS	750.00	SY	\$25.00	\$18,750.00	584.00	0.00	584.00	\$14,600.00	\$0.00	\$14,600.00	\$4,150.00	77.87%
609-D008	COMBINATION CONCRETE CURB AND GUTTER, PER PLANS	20,000.00	LF	\$16.50	\$330,000.00	11317.75	0.00	11317.75	\$186,742.88	\$0.00	\$186,742.88	\$143,257.13	56.59%
613-D005	ADJUSTMENT OF MANHOLE	55.00	EA	\$1,030.00	\$56,650.00	67.00	0.00	67.00	\$68,010.00	\$0.00	\$68,010.00	-\$12,360.00	121.82%
613-D010	ADJUSTMENT OF WATER METER	40.00	EA	\$350.00	\$14,000.00	71.00	0.00	71.00	\$24,850.00	\$0.00	\$24,850.00	-\$10,850.00	177.50%
613-D011	ADJUSTMENT OF WATER VALVE	35.00	EA	\$295.00	\$10,325.00	18.00	0.00	18.00	\$5,310.00	\$0.00	\$5,310.00	\$5,015.00	51.43%
613-D012	ADJUSTMENT OF GAS VALVE	5.00	EA	\$258.00	\$1,290.00	11.00	0.00	11.00	\$3,245.00	\$0.00	\$3,245.00	-\$1,770.00	220.00%
614-B001	CONCRETE DRIVEWAY, WITH REINFORCEMENT Incidental Construction Totals	2,500.00	SY	\$110.00	\$275,000.00	4816.84	0.00	4816.84	\$529,652.40	\$0.00	\$529,652.40	-\$254,652.40	192.87%
					\$1,093,700.00				\$1,179,046.28	\$0.00	\$1,179,046.28	-\$85,346.28	107.80%
616-A-001	Temporary Traffic Control MAINTENANCE OF TRAFFIC	1.00	LS	\$468,000.00	\$468,000.00	1.00	0.00	1.00	\$468,000.00	\$0.00	\$468,000.00	\$0.00	100.00%
616-A-1003	TEMPORARY TRAFFIC STRIPE, CONTINUOUS WHITE, PAINT	44,280.00	LF	\$0.28	\$12,822.50	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$12,822.50	0.00%
616-A-2003	TEMPORARY TRAFFIC STRIPE, CONTINUOUS YELLOW, PAINT	25,000.00	LF	\$0.50	\$12,500.00	52318.32	0.00	52318.32	\$26,156.16	\$0.00	\$26,156.16	-\$13,659.16	208.27%
616-A-3002	TEMPORARY TRAFFIC STRIPE, SKIP WHITE PAINT	2,500.00	LF	\$0.29	\$725.00	332.00	0.00	332.00	\$98.28	\$0.00	\$98.28	\$626.72	13.28%
616-A-5002	TEMPORARY TRAFFIC STRIPE, DETAIL, PAINT	6,000.00	LF	\$0.50	\$3,000.00	2271.00	0.00	2271.00	\$1,135.50	\$0.00	\$1,135.50	\$1,864.50	37.85%
616-A-6003	TEMPORARY TRAFFIC STRIPE, LEGEND, PAINT	500.00	SF	\$2.50	\$1,250.00	805.80	0.00	805.80	\$2,014.50	\$0.00	\$2,014.50	-\$764.50	181.16%
616-A-6004	TEMPORARY TRAFFIC STRIPE, LEGEND, PAINT	1,000.00	LF	\$2.50	\$2,500.00	1464.00	0.00	1464.00	\$3,660.00	\$0.00	\$3,660.00	-\$1,160.00	146.40%
616-D-1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQUARE FE	526.00	SF	\$15.00	\$7,890.00	510.00	0.00	510.00	\$7,650.00	\$0.00	\$7,650.00	\$225.00	87.14%
616-D-2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQUARE FEET OR MORE	2,350.00	SF	\$15.00	\$35,250.00	2300.00	0.00	2300.00	\$34,500.00	\$0.00	\$34,500.00	\$750.00	87.87%
616-E-1001	FLASHING ARROW PANEL, TYPE C	5.00	EA	\$2,000.00	\$10,000.00	1.00	0.00	1.00	\$2,000.00	\$0.00	\$2,000.00	\$8,000.00	20.00%

**CONTINUATION SHEET**

Application and Certification for Payment, containing Engineer's signed certification, is attached. \*Additions below.

Invoice #: H21016-22

Contract: H21016-West Capital Street Improvements

Application No.: 22  
 10/4/2023  
 Application Date:  
 6/23/2023  
 Period From:  
 10/4/2023  
 Period To:  
 18B4014.501  
 External Contract No.:

Item No.	Description of Item	Contract Qty	Unit	Cost Per Unit	Total Cost of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Cost To Date	Balance to Finish	Percent Complete
618-F1005	PORTABLE MEDIUM BARRIER, LESS THAN OR EQUAL TO 45 MPH	8,000.00	LF	\$10.00	\$80,000.00	4000.00	0.00	4000.00	\$40,000.00	\$0.00	\$40,000.00	\$40,000.00	44.44%
618-F2002	REMOVE AND RESET PORTABLE MEDIUM BARRIER	7,500.00	LF	\$7.00	\$52,500.00	4000.00	0.00	4000.00	\$28,000.00	\$0.00	\$28,000.00	\$24,500.00	69.33%
618-G4005	BARRICADES, TYPE III, SINGLE FACED	2,000.00	LF	\$20.00	\$40,000.00	790.00	0.00	790.00	\$15,800.00	\$0.00	\$15,800.00	\$24,400.00	38.00%
618-G5001	FREE STANDING PLASTIC DRUMS	500.00	EA	\$75.00	\$37,500.00	550.00	0.00	550.00	\$41,250.00	\$0.00	\$41,250.00	-\$3,750.00	110.00%
618-G7001	WARNING LIGHTS, TYPE "B"	50.00	EA	\$150.00	\$7,500.00	45.00	0.00	45.00	\$6,750.00	\$0.00	\$6,750.00	\$750.00	90.00%
620-A001	MOBILIZATION	1.00	LS	\$575,000.00	\$575,000.00	1.00	0.00	1.00	\$575,000.00	\$0.00	\$575,000.00	\$0.00	100.00%
Permanent Pavement Marking					\$1,358,432.50				\$1,281,816.44	\$0.00	\$1,281,816.44	\$104,617.06	92.89%
626-A003	6" THERMOPLASTIC EDGE STRIPE, SKIP WHITE	825.00	LF	\$0.55	\$453.75	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$453.75	0.00%
626-C003	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	18,900.00	LF	\$0.80	\$15,120.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$15,120.00	0.00%
626-D004	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	19,500.00	LF	\$0.55	\$10,725.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$10,725.00	0.00%
626-E003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	18,600.00	LF	\$0.60	\$11,160.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$11,160.00	0.00%
626-G002	THERMOPLASTIC DETAIL STRIPE, WHITE	1,850.00	-LF	\$1.40	\$2,590.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$2,590.00	0.00%
626-G003	THERMOPLASTIC DETAIL STRIPE, YELLOW	4,250.00	LF	\$1.40	\$5,950.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$5,950.00	0.00%
626-H004	THERMOPLASTIC LEGEND, WHITE	1,400.00	SF	\$8.50	\$8,100.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$8,100.00	0.00%
626-H005	THERMOPLASTIC LEGEND, WHITE	6,500.00	LF	\$2.50	\$16,250.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$16,250.00	0.00%
627-K001	RED-CLERK REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	50.00	EA	\$8.00	\$400.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$400.00	0.00%
627-L001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	1,575.00	EA	\$8.00	\$12,600.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$12,600.00	0.00%
Permanent Pavement Marking Totals					\$63,928.75				\$63,928.75	\$0.00	\$63,928.75	\$0.00	0.00%
Permanent Signing													
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	380.00	SF	\$25.00	\$9,500.00	141.00	208.00	349.00	\$3,725.00	\$0.00	\$3,725.00	\$276.00	60.94%
630-A003	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS	450.00	SF	\$28.50	\$12,825.00	277.00	189.00	438.00	\$12,428.00	\$0.00	\$12,428.00	\$390.00	68.89%
630-C003	STEEL U-SECTION POSTS, 3.0 LB/FT	2,450.00	LF	\$12.50	\$30,625.00	570.00	1118.00	1898.00	\$21,075.00	\$0.00	\$21,075.00	\$9,550.00	68.82%
607-680-C006	REMOVE AND RESET SIGNS, GROUND MOUNTED	15.00	EA	\$120.00	\$1,800.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$1,800.00	0.00%
Permanent Signing Totals					\$64,288.00				\$42,228.00	\$0.00	\$42,228.00	\$12,024.00	77.64%

# CONTINUATION SHEET

Application and Description for Payment, containing Engineer's signed certification, to accompany Transmittals Review.

Invoice #: H21016-42

Contract: H21016-42 West Capital Street Improvements

Application No.: 22  
 Application Date: 10/4/2023  
 Period From: 6/23/2023  
 Period To: 10/4/2023  
 External Contract No.: 1994014501

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Cost To Date	Balance to Finish	Percent Complete
899-A001	Miscellaneous ROADWAY CONSTRUCTION STAKES	1.00	LS	\$100,000.00	\$100,000.00	1.00	0.00	1.00	\$100,000.00	\$0.00	\$100,000.00	\$0.00	100.00%
816-A002	LOOSE RIPRAP, SIZE 100	15.00	TON	\$93.78	\$1,406.70	15.28	0.00	16.28	\$1,431.08	\$0.00	\$1,431.08	-\$24.38	101.73%
	Stored Materials				\$101,406.70				\$101,431.08	\$0.00	\$101,431.08	-\$24.38	100.02%
	STORED MATERIALS	1.00	LS	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Change Order 1				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CO-1	Added Data	0.00	LS	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Change Order 1 Totals				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Change Order 2				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CO2-201-A001	CLEARING AND GRUBBING	0.00	LS	\$150,000.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CO2-202-A001	REMOVAL OF OBSTRUCTIONS	0.00	LS	\$150,000.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CO2-202-B007	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	7,400.00	SY	\$16.00	\$118,400.00	3098.29	0.00	3098.29	\$59,828.51	\$0.00	\$59,828.51	\$58,571.49	41.94%
CO2-202-B081	REMOVAL OF CONCRETE SIDEWALK & DRIVEWAYS, ALL DEPTHS	4,838.00	SY	\$16.10	\$77,833.80	595.94	0.00	656.84	\$9,433.63	\$0.00	\$9,433.63	\$68,400.17	12.12%
CO2-202-B089	REMOVAL OF CURB AND/OR CURB & GUTTER, ALL TYPES	88.00	LF	\$5.00	\$440.00	0.00	88.00	88.00	\$0.00	\$390.00	\$390.00	\$0.00	100.00%
CO2-202-B089	REMOVAL OF DEBRIS AND SAND FROM INLET AND JUNCTION BOX, ALL TYPES & SIZES	-5.00	EA	\$1,075.00	-\$5,375.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$5,375.00	0.00%
CO2-202-B101	REMOVAL OF DEBRIS AND SAND FROM PIPE 18" TO LESS THAN 36" DIAMETER	-500.00	LF	\$10.50	-\$5,250.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$5,250.00	0.00%
CO2-203-EX021	BORROW EXCAVATION, AH, FME, CLASS BB-8	-7,010.00	CY	\$15.00	-\$105,150.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$105,150.00	0.00%
CO2-203-Q001	EXCESS EXCAVATION, FM, AH	-2,800.00	CY	\$11.00	-\$30,800.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$30,800.00	0.00%
CO2-211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	1,428.00	CY	\$20.00	\$28,560.00	73.00	0.00	73.00	\$1,460.00	\$0.00	\$1,460.00	\$27,100.00	5.11%
CO2-216-A001	SOLID SODDING	-5,510.00	SY	\$5.00	-\$27,550.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$27,550.00	0.00%
CO2-216-A001	WATERINGS	-17.00	KGAL	\$20.00	-\$340.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$340.00	0.00%
CO2-225-C001	MULCH, VEGETATIVE MULCH	0.00	TON	\$225.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%



# CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification, is attached. Tabulations follow.

Invoice #: H21016-22

Contract: H21016-West Capital Street Improvements

Application No.: 22  
 Application Date: 10/4/2023  
 Period From: 6/23/2023  
 Period To: 10/4/2023  
 External Contract No.: 1984014.001

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Cost To Date	Balance to Finish	Percent Complete
CO2-226-A001	TEMPORARY GRASSING	-3.00	ACRE	\$800.00	-\$2,700.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$2,700.00	0.00%
CO2-234-A001	TEMPORARY SILT FENCE	-2,500.00	LF	\$1.85	-\$4,625.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$4,625.00	0.00%
CO2-237-A002	MATTLES, 20"	0.00	LF	\$8.75	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CO2-207-260-A003	UTILITY WORK SEWER - EXISTING INLET/MANHOLE REPAIR	8.00	EA	\$1,000.00	\$8,000.00	1.00	0.00	1.00	\$1,000.00	\$0.00	\$1,000.00	\$8,000.00	11.11%
CO2-207-260-A004	UTILITY WORK SEWER - VIDEO INSPECTION AND CLEANING OF EXISTING SANITARY SEWER (8")	5,817.71	LF	\$7.15	\$42,311.63	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$42,311.63	0.00%
CO2-207-260-A004	UTILITY WORK - SEWER, CIPP AND POST OCTV OF EXISTING 8" SANITARY SEWER LINE	-9,188.00	LF	\$28.75	-\$273,253.75	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$273,253.75	0.00%
CO2-207-260-A004	UTILITY WORK - SEWER, 4" SERVICE LINE REINSTATEMENT	-100.00	EA	\$1.20	-\$120.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$120.00	0.00%
CO2-207-260-A004	UTILITY WORK SEWER - VIDEO INSPECTION AND CLEANING OF EXISTING STORM SEWER (12"-24")	-4,800.00	LF	\$10.40	-\$49,920.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$49,920.00	0.00%
CO2-207-282-A005	UTILITY WORK - WATER, 8" WATER LINE POINT REPAIRS	-28.00	EA	\$25.00	-\$700.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$700.00	0.00%
CO2-207-282-A008	UTILITY WORK - WATER, 6"-10" WATER LINE REPLACEMENT	-1,000.00	LF	\$25.00	-\$25,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$25,000.00	0.00%
CO2-204-F002	SIZE 610 CRUSHED STONE BASE	3,850.00	TON	\$78.00	\$299,900.00	1,018.32	0.00	1,018.32	\$80,447.28	\$0.00	\$80,447.28	\$160,502.72	33.39%
CO2-402-B001	BITUMINOUS TACK COAT	0.00	GAL	\$8.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CO2-403-A002	12.5-MM, M/T, ASPHALT PAVEMENT, LEVELING	-364.84	TON	\$110.00	-\$40,132.40	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$40,132.40	0.00%
CO2-403-A006	19.4MM, M/T, ASPHALT PAVEMENT	-387.14	TON	\$120.00	-\$46,456.80	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$46,456.80	0.00%
CO2-403-A014	8.5-MM, M/T, ASPHALT PAVEMENT	-2,188.97	TON	\$108.00	-\$236,308.73	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$236,308.73	0.00%
CO2-408-A002	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	-25,000.00	SY	\$2.75	-\$68,750.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$68,750.00	0.00%
CO2-503-C007	SAW CUT, FULL DEPTH	19,850.00	LF	\$10.00	\$198,500.00	5393.00	0.00	5393.00	\$53,930.00	\$0.00	\$53,930.00	\$144,570.00	27.03%
CO2-601-B001	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	-4.00	CY	\$1,000.00	-\$4,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$4,000.00	0.00%
CO2-602-A001	REINFORCING STEEL	0.00	LBS	\$0.40	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CO2-603-C001	12" REINFORCED CONCRETE PIPE, CLASS III	-228.00	LF	\$75.00	-\$17,100.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$17,100.00	0.00%
CO2-603-C006	15" REINFORCED CONCRETE PIPE, CLASS III	-94.00	LF	\$75.00	-\$7,050.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$7,050.00	0.00%
CO2-603-CA011	18" REINFORCED CONCRETE PIPE, CLASS III	-115.00	LF	\$75.00	-\$8,625.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$8,625.00	0.00%
CO2-603-CA028	24" REINFORCED CONCRETE PIPE, CLASS III	-24.00	LF	\$75.00	-\$1,800.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$1,800.00	0.00%
CO2-603-CB003	18" REINFORCED CONCRETE END SECTION	-2.00	EA	\$75.00	-\$150.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$150.00	0.00%

# CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification, is attached. Tabulations follow.

Invoice #: H2101E-22

Contract: H2101E-Hest Capital Street Improvements

Application No.: 22  
 Application Date: 10/4/2023  
 Period From: 02/25/2023  
 Period To: 10/4/2023  
 External Contract No.: 1884014.604

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Cost To Date	Balance to Finish	Percent Complete
CO2-603-CE002	22" X 13" CONCRETE ARCH PIPE, CLASS A III	-86.00	LF	\$75.00	-\$7,200.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$7,200.00	0.00%
CO2-603-PE001	12" CORRUGATED POLYETHYLENE PIPE	-66.00	LF	\$75.00	-\$4,950.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$4,950.00	0.00%
CO2-604-A001	CASTINGS	0.00	LBS	\$1.50	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CO2-604-B001	GRATINGS	0.00	LBS	\$3.49	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CO2-607-604-C001	PRECAST MANHOLE, 48" DIAMETER	-3.00	EA	\$3,100.00	-\$9,300.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$9,300.00	0.00%
CO2-608-B001	CONCRETE SIDEWALK, WITH REINFORCEMENT	-941.28	SY	\$50.00	-\$42,064.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$42,064.00	0.00%
CO2-609-C001	DETECTABLE WARNING PANELS	-100.00	SY	\$25.00	-\$2,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$2,500.00	0.00%
CO2-609-D009	COMBINATION CONCRETE CURB AND GUTTER, PER PLANS	-6,438.75	TON	\$18.50	-\$119,229.38	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$119,229.38	0.00%
CO2-613-D005	ADJUSTMENT OF MANHOLE	20.00	EA	\$1,030.00	\$20,600.00	3.00	31.00	34.00	\$35,020.00	\$0.00	\$35,020.00	-\$14,420.00	170.00%
CO2-613-D010	ADJUSTMENT OF WATER METER	32.00	EA	\$350.00	\$11,200.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$11,200.00	0.00%
CO2-613-D011	ADJUSTMENT OF WATER VALVE	-12.00	EA	\$285.00	-\$3,420.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$3,420.00	0.00%
CO2-613-D012	ADJUSTMENT OF GAS VALVE	6.00	EA	\$295.00	\$1,770.00	0.00	1.00	1.00	\$285.00	\$0.00	\$285.00	\$1,475.00	16.67%
CO2-614-B001	CONCRETE DRIVEWAY, WITH REINFORCEMENT	2,918.94	SY	\$118.00	\$254,852.40	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$254,852.40	0.00%
CO2-618-A001	MAINTENANCE OF TRAFFIC - ADDITIONAL TO EXISTING LS AMOUNT	0.285	LS	\$488,000.00	\$133,380.00	0.2885	0.0285	0.2950	\$133,380.00	\$0.00	\$133,380.00	\$0.00	100.00%
CO2-619-A1003	TEMPORARY TRAFFIC STRIPE, CONTINUOUS WHITE PAINT	-44,250.00	LF	\$0.29	-\$12,832.50	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$12,832.50	0.00%
CO2-619-A2003	TEMPORARY TRAFFIC STRIPE, CONTINUOUS YELLOW PAINT	25,000.00	LF	\$0.50	\$12,500.00	11892.00	11824.00	23398.00	\$11,553.00	\$0.00	\$11,553.00	\$847.00	83.22%
CO2-619-A3002	TEMPORARY TRAFFIC STRIPE, SKIP WHITE PAINT	-2,200.00	LF	\$0.29	-\$638.00	0.00	357.00	357.00	\$103.53	\$0.00	\$103.53	-\$741.53	-16.23%
CO2-619-A5002	TEMPORARY TRAFFIC STRIPE, DETAIL PAINT	-3,000.00	LF	\$0.50	-\$1,500.00	0.00	238.00	238.00	\$118.00	\$0.00	\$118.00	-\$1,018.00	-7.03%
CO2-619-A6003	TEMPORARY TRAFFIC STRIPE, LEGEND, PAINT	1,000.00	SF	\$2.50	\$2,500.00	0.00	101.30	101.30	\$253.25	\$0.00	\$253.25	\$2,246.75	10.13%
CO2-619-A6004	TEMPORARY TRAFFIC STRIPE, LEGEND, PAINT	1,050.00	LF	\$2.50	\$2,625.00	0.00	1308.00	1308.00	\$3,270.00	\$0.00	\$3,270.00	-\$645.00	124.57%
CO2-619-D1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQUARE FEET	-15.00	SF	\$16.00	-\$225.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$225.00	0.00%
CO2-619-D2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQUARE FEET OR MORE	-50.00	SF	\$15.00	-\$750.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$750.00	0.00%
CO2-619-E1001	FLASHING ARROW, PANEL, TYPE C	-4.00	EA	\$2,000.00	-\$8,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$8,000.00	0.00%
CO2-619-F1005	PORTABLE MEDIAN BARRIER, LESS THAN OR EQUAL TO 46 MPH	-5,000.00	LF	\$10.00	-\$50,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$50,000.00	0.00%

**CONTINUATION SHEET**

Application and Certification for Payment, including Engineer's signed certification, is attached. Tabulation below.

Invoice #: H21016-22

Contract: H21016- West Capital Street Improvements

Application No.: 22  
 Application Date: 10/4/2023  
 Period From: 6/23/2023  
 Period To: 10/4/2023  
 External Contract No.: 1924014401

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Cost To Date	Balance to Finish	Percent Complete
CO2-819-72002	REMOVE AND RESET PORTABLE MEDIAN BARRIER	-3,500.00	LF	\$7.00	-\$24,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$24,500.00	0.00%
CO2-819-64005	BARRICADES, TYPE III, SINGLE FACED	-1,220.00	LF	\$20.00	-\$24,400.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$24,400.00	0.00%
CO2-819-65001	FREE STANDING PLASTIC DRUMS	60.00	EA	\$75.00	\$3,750.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$3,750.00	0.00%
CO2-819-67001	WARNING LIGHTS, TYPE 'B'	-5.00	EA	\$150.00	-\$750.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$750.00	0.00%
CO2-820-A001	MOBILIZATION - ADDITIONAL TO EXISTING LB AMOUNT	0.285	LS	\$575,000.00	\$163,875.00	0.285	0.00	0.285	\$163,875.00	\$0.00	\$163,875.00	\$0.00	100.00%
CO2-826-A003	6" THERMOPLASTIC EDGE STRIPE, SNIP WHITE	-825.00	LF	\$0.65	-\$453.75	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$453.75	0.00%
CO2-826-C003	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	-18,900.00	LF	\$0.80	-\$15,120.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$15,120.00	0.00%
CO2-828-D004	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	-18,600.00	LF	\$0.55	-\$10,225.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$10,225.00	0.00%
CO2-828-E003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	-18,600.00	LF	\$0.80	-\$15,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$15,000.00	0.00%
CO2-826-G002	THERMOPLASTIC DETAIL STRIPE, WHITE	-1,950.00	LF	\$1.40	-\$2,730.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$2,730.00	0.00%
CO2-826-H004	THERMOPLASTIC LEGEND, WHITE	-1,400.00	SF	\$6.50	-\$9,100.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$9,100.00	0.00%
CO2-828-H008	THERMOPLASTIC LEGEND, WHITE	-6,500.00	LF	\$2.50	-\$16,250.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$16,250.00	0.00%
CO2-827-K001	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	-50.00	EA	\$8.00	-\$400.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$400.00	0.00%
CO2-827-L001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	-1,575.00	EA	\$8.00	-\$12,600.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$12,600.00	0.00%
CO2-830-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.089" THICKNESS	0.00	SF	\$25.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CO2-830-A003	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS	0.00	SF	\$28.50	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CO2-830-C003	STEEL USECTION POSTS, 3.0 LB/FT	0.00	LF	\$12.50	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CO2-807-830-C006	REMOVE AND RESET SIGNS, GROUND MOUNTED	0.00	EA	\$120.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CO2-899-A001	ROADWAY CONSTRUCTION STAKES	0.00	LS	\$100,000.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CO2-815-A002	LOOSE RIPRAP, SIZE 100	-15.00	TON	\$83.75	-\$1,406.70	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-\$1,406.70	0.00%
CO2-807-280-A004	UTILITY WORK - SEWER REPAIRS - NOVEMBER	1.00	LS	\$128,003.72	\$128,003.72	1.00	0.00	1.00	\$128,003.72	\$0.00	\$128,003.72	\$0.00	100.00%
CO2-807-280-A004	UTILITY WORK - SEWER REPAIRS - DECEMBER	1.00	LS	\$123,238.81	\$123,238.81	1.00	0.00	1.00	\$123,238.81	\$0.00	\$123,238.81	\$0.00	100.00%
CO2-807-280-A004	UTILITY WORK - SEWER REPAIRS - JANUARY	1.00	LS	\$112,712.28	\$112,712.28	1.00	0.00	1.00	\$112,712.28	\$0.00	\$112,712.28	\$0.00	100.00%

# CONTINUATION SHEET

Application and Certification for Payment, including Engineer's special certification, is attached. Installations below.

Invoice #: H21016-22

Contract: H21016-West Capital Street Improvements

Application No.: 22  
 Application Date: 10/4/2023  
 Period From: 6/23/2023  
 Period To: 10/4/2023  
 Estimat Contract No.: 1984014.601

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Cost To Date	Balance to Finish	Percent Complete
CO2-907-280-A004	UTILITY WORK - SEWER REPAIRS - FEBRUARY	1.00	LS	\$142,135.35	\$142,135.35	1.00	0.00	1.00	\$142,135.35	\$0.00	\$142,135.35	\$0.00	100.00%
CO2-907-280-A004	UTILITY WORK - SEWER REPAIRS - MARCH	1.00	LS	\$142,491.80	\$142,491.80	1.00	0.00	1.00	\$142,491.80	\$0.00	\$142,491.80	\$0.00	100.00%
CO2-907-280-A004	UTILITY WORK - SEWER REPAIRS - APRIL	1.00	LS	\$133,795.53	\$133,795.53	1.00	0.00	1.00	\$133,795.53	\$0.00	\$133,795.53	\$0.00	100.00%
CO2-907-280-A004	UTILITY WORK - SEWER REPAIRS - MAY	1.00	LS	\$134,974.37	\$134,974.37	1.00	0.00	1.00	\$134,974.37	\$0.00	\$134,974.37	\$0.00	100.00%
CO2-907-280-A004	REMOVE AND RESET HYDRANT - INSTALL 2 VALVES	1.00	LS	\$23,846.00	\$23,846.00	1.00	0.00	1.00	\$23,846.00	\$0.00	\$23,846.00	\$0.00	100.00%
CO2-907-280-A004	HEAVY TV AND CLEAN - INVESTIGATIVE WORK	65.00	HR	\$746.00	\$40,975.00	65.00	0.00	65.00	\$40,975.00	\$0.00	\$40,975.00	\$0.00	100.00%
CO2-907-280-A004	UTILITY WORK - SEWER REPAIRS	1.00	LF	\$375.00	\$375.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$375.00	0.00%
CO2-907-280-A004	UTILITY WORK - SEWER REPAIRS	1.00	EA	\$10,000.00	\$10,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
CO2-907-280-A004	UTILITY WORK SEWER - VIDEO INSPECTOR AND CLEANING OF EXISTING SANITARY SEWER (6")	5,418.92	LF	\$8.25	\$50,125.00	3173.00	4679.00	7652.00	\$72,631.00	\$0.00	\$72,631.00	-\$22,506.00	144.90%
CO2-907-280-A004	UTILITY WORK - SEWER, CIPP AND POST CCTV OF EXISTING 8" SANITARY SEWER LINE	5,000.00	LF	\$39.75	\$199,750.00	0.00	4679.60	4679.60	\$186,990.25	\$0.00	\$186,990.25	\$12,759.75	93.58%
CO2-403-A002	12.5MM. MT. ASPHALT PAVEMENT, LEVELING	2,500.00	TON	\$140.00	\$350,000.00	1529.06	0.00	1529.06	\$214,088.40	\$0.00	\$214,088.40	\$135,911.60	61.0%
CO2-403-A014	9.5MM. MT. ASPHALT PAVEMENT	2,500.00	TON	\$140.00	\$350,000.00	0.00	2727.30	2727.30	\$381,822.00	\$0.00	\$381,822.00	-\$31,822.00	109.09%
CO2-408-B001	CONCRETE SIDEWALK, WITH REINFORCEMENT	325.00	SY	\$84.26	\$20,861.25	422.50	0.00	422.50	\$27,145.83	\$0.00	\$27,145.83	-\$6,284.58	130.00%
CO2-408-B009	COMBINATION CONCRETE CURB AND GUTTER, PER PLANS	5,500.00	LF	\$21.50	\$118,250.00	4872.34	0.00	4872.34	\$106,905.31	\$0.00	\$106,905.31	\$11,344.69	90.41%
CO2-914-B001	CONCRETE DRIVEWAY, WITH REINFORCEMENT	450.00	SY	\$128.05	\$57,822.50	533.00	0.00	533.00	\$68,250.85	\$0.00	\$68,250.85	-\$10,428.35	118.44%
CO2-929-A003	6" THERMOPLASTIC EDGE STRIPE, SKP WHITE	825.00	LF	\$0.85	\$698.25	755.00	0.00	755.00	\$490.75	\$0.00	\$490.75	\$445.50	91.52%
CO2-929-C003	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	18,800.00	LF	\$1.15	\$21,720.00	1874.00	0.00	1874.00	\$21,555.80	\$0.00	\$21,555.80	\$179.40	98.17%
CO2-929-D004	6" THERMOPLASTIC TRAFFIC STRIPE, SKP YELLOW	19,500.00	LF	\$0.85	\$12,875.00	18949.00	0.00	18949.00	\$12,251.95	\$0.00	\$12,251.95	\$423.15	98.88%
CO2-929-E003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	19,500.00	LF	\$1.15	\$22,425.00	20874.00	0.00	20874.00	\$24,005.10	\$0.00	\$24,005.10	-\$1,580.10	107.03%
CO2-929-G002	THERMOPLASTIC DETAIL STRIPE, WHITE	1,950.00	LF	\$2.85	\$5,187.50	3930.00	0.00	3930.00	\$10,414.50	\$0.00	\$10,414.50	-\$5,247.00	204.54%
CO2-929-H004	THERMOPLASTIC LEGEND, WHITE	1,400.00	SF	\$7.85	\$10,770.00	1922.00	0.00	1922.00	\$14,703.30	\$0.00	\$14,703.30	-\$3,993.30	137.29%
CO2-929-H005	THERMOPLASTIC LEGEND, WHITE	6,500.00	LF	\$3.35	\$21,775.00	6988.00	0.00	6988.00	\$23,408.80	\$0.00	\$23,408.80	-\$1,634.80	107.51%
CO2-927-K001	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	50.00	EA	\$8.00	\$400.00	48.00	0.00	48.00	\$388.00	\$0.00	\$388.00	\$32.00	92.00%

**CONTINUOUS SHEET**

Application and Certification for Payment containing Engineer's signed certification is attached. Additions below.

Invoice #: H21015-22

Contract: H21015-Work Capital Street Improvements

Application No.: 22  
 Application Date: 10/4/2023  
 Period From: 6/23/2023  
 Period To: 10/4/2023  
 External Contract No.: 1904014-501

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Total Cost To Date	Balance to Finish	Percent Complete
CO2-627-4001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	1,576.00	EA	\$8.00	\$12,608.00	1511.00	0.00	1511.00	\$12,088.00	\$0.00	\$12,088.00	\$512.00	96.94%
	Change Order 2 Totals				\$2,164,837.78				\$2,711,391.20	\$330.00	\$2,711,691.20	-\$528,793.42	124.13%
	Change Order 3 Final												
COF 304-F002	Size 610 Crushed Stone Base	-72.89	TON	\$79.00	-\$5,758.31	0.00	-72.89	-72.89	\$0.00	-\$5,758.31	-\$5,758.31	\$0.00	100.00%
COF 907-608-C001	Combination Concrete Curb and Gutter, Per Plans	20.00	SY	\$25.00	\$500.00	0.00	20.00	20.00	\$0.00	\$500.00	\$500.00	\$0.00	100.00%
COF CO2-202-B081	REMOVAL OF CONCRETE SIDEWALK & DRIVEWAYS, ALL DEPTHS	34.42	SY	\$18.10	\$624.16	0.00	34.42	34.42	\$0.00	\$624.16	\$624.16	\$0.00	100.00%
COF CO2-608-B001	CONCRETE SIDEWALK WITH REINFORCEMENT	34.50	SY	\$64.25	\$2,218.83	0.00	34.50	34.50	\$0.00	\$2,218.83	\$2,218.83	\$0.00	100.00%
COF CO2-414-B001	CONCRETE DRIVEWAY WITH REINFORCEMENT	58.00	SY	\$128.05	\$7,428.90	0.00	58.00	58.00	\$0.00	\$7,428.90	\$7,428.90	\$0.00	100.00%
CO2-628-G002	THERMOPLASTIC DETAIL STRIPE, YELLOW	1,126.00	LF	\$2.65	\$2,983.90	0.00	1,126.00	1,126.00	\$0.00	\$2,983.90	\$2,983.90	\$0.00	100.00%
	New Sewer Service - Sls. 78+25+	1.00	LS	\$37,500.00	\$37,500.00	0.00	1.00	1.00	\$0.00	\$37,500.00	\$37,500.00	\$0.00	100.00%
	Change Order 3 Final Totals				\$45,423.28				\$0.00	\$45,423.28	\$45,423.28	\$0.00	100.00%
	Original Contract Total				\$5,992,007.85				\$5,434,894.53	\$0.00	\$5,434,894.53	\$527,123.42	91.16%
	Grand Total				\$9,191,899.01				\$9,148,216.73	\$45,753.28	\$9,191,899.01	\$339.01	100.00%





37





**ORDER ACCEPTING THE QUOTES OF CERTAIN VENDORS FOR TREE CUTTING SERVICES FOR THE REMOVAL OF THREE TREES AND AUTHORIZING PAYMENT COMPLETION OF THE WORK**

OFFICE OF THE CITY ATTORNEY  
11/7/23

**WHEREAS**, the Department of Public Works is in need of tree cutting services to remove three, large trees from City rights-of-way due to the hazard they pose to vehicles and pedestrians using the City rights-of-way; and

**WHEREAS**, Evans Tree Service LLC has submitted a quote to remove a single pine tree with a double top cut located at 5925 White Stone Drive, haul off the debris, and grind the stump for a total price of \$1,800.00; and

**WHEREAS**, Evan Tree Service LLC has submitted a quote to remove a single live oak located at Grand and Roseneath Streets, haul off the debris, and grind the stump for a total price of \$2,800.00; and

**WHEREAS**, the Department of Public Works solicited quotes for removal of an oak tree located at 1028 Madison Street and received two quotes; and

**WHEREAS**, Professional Grade Lawn Services submitted the lowest quote to remove the oak tree located at 1028 Madison Street, cut the tree as low as possible, and haul off the debris for a total price of \$6,700.00.

**WHEREAS**, the Department of Public Works recommends that the City accept all three quotes to performed the tree removal identified in each quote.

**IT IS, THEREFORE, ORDERED** that the following quotes are accepted:

Evans Tree Service LLC to remove a single pine tree with a double top cut located at 5925 White Stone Drive, haul off the debris, and grind the stump for a total price of \$1,800.00

Evan Tree Service LLC to remove a single live oak located at Grand and Roseneath Streets, haul off the debris, and grind the stump for a total price of \$2,800.00

Professional Grade Lawn Services to remove the oak tree located at 1028 Madison Street, cut the tree as low as possible, and haul off the debris for a total price of \$6,700.00.

**IT IS FURTHER ORDERED** that payment to each vendor in the amount of the quote is authorized upon completion of the work.

Agenda Item # 37  
November 7, 2023  
(R. Lee, Lumumba)



**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Honorable Chokwe A. Lumumba, Mayor  
**From:** Robert Lee, Interim Director/City Engineering  
Department of Public Works  
**Date:** November 1, 2023

**Agenda Item:** **ORDER ACCEPTING THE QUOTES OF CERTAIN VENDORS FOR TREE CUTTING SERVICES FOR THE REMOVAL OF THREE TREES AND AUTHORIZING PAYMENT COMPLETION OF THE WORK**

**Council Meeting:** Regular Council Meeting, November 07, 2023

**Purpose:** To provide for the removal of three hazard trees from City rights-of-way

**Cost:** \$1,800 for removal of tree at 5925 White Stone Drive  
\$2,800 for removal of a tree at Grand and Roseneath Streets  
\$6,700 for removal of a tree at 1028 Madison Street

**Project/Contract Type:** N/A

**Funding Source:** 01.45125.6419  
**Schedule/Time:** November 07, 2023  
**DPW Manager:** Keith Bratton

**Background:** The Department of Public Works needs the assistance of tree removal services to cut down and haul off three trees. These trees are a hazard to pedestrians and vehicles using the City rights-of-way at these three locations.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 1, 2023

DATE

(as revised 3/6/01)

	<b>POINTS</b>	<b>COMMENTS</b>																																													
.	<b>Brief Description / Purpose</b>	<b>ORDER ACCEPTING THE QUOTES OF CERTAIN VENDORS FOR TREE CUTTING SERVICES FOR THE REMOVAL OF THREE TREES AND AUTHORIZING PAYMENT COMPLETION OF THE WORK</b>																																													
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 6. Infrastructure and Transportation 7. Quality of Life																																													
3.	<b>Who will be affected</b>	Pedestrians and vehicles using the City rights-of-way at 5925 White Stone Drive; Grand and Roseneath Streets; and 1028 Madison Street																																													
4.	<b>Benefits</b>	Will allow for the safe use of the City's rights-of-way at all three locations and avoid any potential claims for damages																																													
5.	<b>Schedule (beginning date)</b>	Scheduled date following City Council Approval																																													
6.	<b>Location:</b> ■ <b>WARD</b>  ■ <b>CITYWIDE (yes or no) (area)</b>  ■ <b>Project limits if applicable</b>	5925 White Stone Drive; Grand and Roseneath Streets; and 1028 Madison Street																																													
7.	<b>Action implemented by:</b> ■ <b>City Department</b> <input checked="" type="checkbox"/> ■ <b>Consultant</b> <input type="checkbox"/>	Department of Public Works																																													
8.	<b>COST</b>	\$1,800 for removal of tree at 5925 White Stone Drive \$2,800 for removal of a tree at Grand and Roseneath Streets \$6,700 for removal of a tree at 1028 Madison Street																																													
9.	<b>Source of Funding</b> ■ <b>General Fund</b> <input checked="" type="checkbox"/> ■ <b>Grant</b> <input type="checkbox"/> ■ <b>Bond</b> <input type="checkbox"/> ■ <b>Other</b> <input type="checkbox"/>	01.45125.6419																																													
10.	<b>EBO participation</b>	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
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HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																							

**Office of the City Attorney**

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

OFFICE OF THE CITY ATTORNEY  
11/2/23

## **OFFICE OF THE CITY ATTORNEY**

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This **ORDER ACCEPTING THE QUOTES OF CERTAIN VENDORS FOR TREE CUTTING SERVICES FOR THE REMOVAL OF THREE TREES AND AUTHORIZING PAYMENT COMPLETION OF THE WORK** is legally sufficient for placement in NOVUS Agenda.

**CATORIA P. MARTIN, CITY ATTORNEY**

Terry Williamson, *Legal Counsel*

11/2/23

**DATE**







**PROFESSIONAL  
GRADE**  
LAWN SERVICES

# QUOTE

Date: October 10, 2023

Quote # 3

To: Keith Bratton  
City Of Jackson  
1028 Madison Street  
Jackson, Mississippi 39202

Description of Service(s):	Price
- Remove oak tree from next to side walk, all limbs hanging over, and cut as low as possible. - Remove cut up tree and debris will be hauled away.	
Materials and Labor included	<b>\$6,700</b>

Quote prepared by **Professional Grade Lawn Services, LLC**

***Thank you for your business!***

Professional Grade Lawn Services, LLC 5665 Warwick Drive, Jackson, MS 39211

Phone: 769-232-2984 Email: [professionalgradelawnservices@gmail.com](mailto:professionalgradelawnservices@gmail.com)



# QUOTE

## [Your Company Name]

Evans Tree Service LLC  
 [City, State, ZIP]  
 801-780-6083  
 Evanservice1c@gmail.com

QUOTE NO.   
 DATE   
 CUSTOMER ID   
 EXPIRATION DATE

TO   
  
 Contacts

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
<input type="text"/>	Big Elm tree on the side of sidewalk	<input type="text"/>	\$8900.00
<input type="text"/>	Cut and remove and haul off all debris and grind stump	\$8900.00	
<input type="text"/>			
<input type="text"/>			
<input type="text"/>			
<input type="text"/>			
<input type="text"/>			
<input type="text"/>			
<input type="text"/>			
<b>SUBTOTAL</b>			<b>\$8900.00</b>

38



**ORDER RATIFYING PROCUREMENT OF REPAIR SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS**

OFFICE OF THE CITY ATTORNEY  
11/7/23

**WHEREAS**, the Building Maintenance Division of the Department of Public Works had need of certain necessary repair services necessary to the operation and maintenance of the City's buildings; and

**WHEREAS**, due to exigent circumstances, the purchase and procurement of these necessary repair services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

**WHEREAS**, the repair services set forth in certain invoices attached hereto were provided for the City's buildings; and

**WHEREAS**, in order to ensure the continued and proper operation and maintenance of the City's buildings, it is necessary to pay these outstanding invoices to continue receiving any needed repair services from these vendors.

**IT IS, THEREFORE, ORDERED** that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

United Plumbing	\$1,891.75
Cooper's Lock & Key Service, LLC	\$450.00
Johnson Controls	\$1,509.20
Hardison Enterprises	\$4,970.00
Brandon Service Company	\$270.00
<b>Total</b>	<b>\$9,090.95</b>

Agenda Item # 38  
November 7, 2023  
BY: R.LEE, LUMUMBA

DDI. 453. 00. 6461

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  
Hood Bldg  
200 South President Street  
Jackson, MS, 39201

**INVOICE #** 1013882-1**DATE** 10/13/2023**DUE DATE** 11/12/2023**TERMS** Net 30**P.O. NUMBER**

77240032

**SALES REP**

Shawn &amp; Dre

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/16/2023	Custom	SERVICE CALLS STRAIGHT TIME	2	108.00	216.00T
10/16/2023	K 50	K 50	1	15.00	15.00T

Hood Bldg  
200 South President Street  
Jackson, MS, 39201

Ran k50 in sink in men's bathroom on third floor. Tested and draining good

SUBTOTAL	231.00
TAX	0.00
TOTAL	231.00
BALANCE DUE	<b>\$231.00</b>

**DUE UPON COMPLETION**

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

001.407.00.6314

**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  
Legal Department  
455 East Capitol Street  
Jackson, MS, 39201

**INVOICE #** I013888-1

**DATE** 10/13/2023

**DUE DATE** 11/12/2023

**TERMS** Net 30

**P.O. NUMBER**

77240033

**SALES REP**

Shawn & Dre

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/16/2023	Custom	SERVICE CALLS STRAIGHT TIME	2	108.00	216.00T
10/16/2023	Custom	Parts and materials	1	25.00	25.00T

Legal Department  
455 East Capitol Street  
Jackson, MS, 39201

Pulled toilet and found that flange was broken. Made repair with repair flange and reset toilet. Tested and not leaking

<b>SUBTOTAL</b>	241.00
<b>TAX</b>	0.00
<b>TOTAL</b>	241.00
<b>BALANCE DUE</b>	<b>\$241.00</b>

**DUE UPON COMPLETION**

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

**United Plumbing & Heating Co., Inc**  
 1929 Midway Street  
 Jackson, MS 39204 US  
 +1 6013734717  
 unitedplumbmct@aol.com

# INVOICE

**BILL TO**  
 City of Jackson  
 P.O. Box 17 Finance  
 Division/Accts. Payable  
 Jackson, MS, 39205

**SHIP TO**  
 City of Jackson  
 4225 Michael Avalon Street  
 Jackson, MS, 39213

**INVOICE #** 1013820-2  
**DATE** 10/17/2023  
**DUE DATE** 11/16/2023  
**TERMS** Net 30

**P.O. NUMBER**  
 77240017

**SALES REP**  
 Chuck & Shane

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/06/2023	<b>Service Call</b>	Service Call - Service - Repair	2	108.00	216.00T
10/06/2023	<b>Custom</b>	Long gated tank type toilet	1	225.00	225.00T
10/06/2023	<b>Custom</b>	Wax ring and closet bolts	1	6.75	6.75T

4225 Michael Avalon Street  
 Jackson, MS, 39213  
 replaced (1) toilet in middle stall only  
 ( Job is complete )

<b>SUBTOTAL</b>	447.75
<b>TAX</b>	0.00
<b>TOTAL</b>	447.75
<b>BALANCE DUE</b>	<b>\$447.75</b>

**DUE UPON COMPLETION**

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

001.441.70.6461

**United Plumbing & Heating Co., Inc**

1929 Midway Street  
Jackson, MS 39204 US  
+1 6013734717  
unitedplumbmct@aol.com

**INVOICE**

**BILL TO**

City of Jackson  
P.O. Box 17 Finance  
Division/Accts. Payable  
Jackson, MS, 39205

**SHIP TO**

City of Jackson  
Fire Station #19  
5810 Ridgewood Road  
Jackson, MS, 39211

**INVOICE #** 1013935-1

**DATE** 10/18/2023

**DUE DATE** 11/17/2023

**TERMS** Net 30

**P.O. NUMBER**

77240048

**SALES REP**

Tyler & Johnson

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/18/2023	Custom	City of Jackson - City of Jackson - City of Jackson	2.50	108.00	270.00T
10/18/2023	Custom	UnitedPlumb0690 - SERVICE MACHINES - SERVICE MACHINES K-50/ SINK MACHINE	1	15.00	15.00T

FS19  
Ran k50 35 hit spot at25ft ran cable back and forth through grease in  
line to unstop. Lines draining good. No warranty.

<b>SUBTOTAL</b>	285.00
<b>TAX</b>	0.00
<b>TOTAL</b>	285.00
<b>BALANCE DUE</b>	<b>\$285.00</b>

**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.



77240040 / 001.451.25.6289



**COOPER'S LOCK & KEY SERVICE, LLC**

130 Richardson Drive  
 JACKSON, MS 39209  
 (601) 923-9995  
 MS LIC. # 15006772

www.cooperslockandkeyllc.com

NAME		CITY OF JACKSON		DATE	10/13/23
ADDRESS					
LOCATION				RES. PHONE	
MAINTENANCE DEPT				BUS. PHONE	
SEWER / WATER DEPT					
QTY.	DESCRIPTION			PRICE	AMOUNT
	Service Call				100
	INSTALL REMOTE W/L OPERER FOR NORTH DOOR				350 <sup>00</sup>
STAN ARNOLD SARNOLD@JACKSON, MS. GOV					
2% ADDED AFTER 30 DAYS.					
CUSTOMER'S SIGNATURE X				TOTAL MATERIALS	
AUTHORIZATION FOR SECURITY/EMERGENCY SERVICES				TOTAL LABOR	
I hereby certify that I have the authority to order the lock, key or security work designated above. Further, I agree to absolve the locksmith who bears this authorization from any and all claims arising from the performance of such work.				<input type="checkbox"/> SERVICE CHG.	
SIGNATURE:				<input type="checkbox"/> TRIP CHG.	
DATE				SUBTOTAL	450
ADDRESS				TAX	
YEAR	MAKE	IF AUTO	LICENSE/SERIAL NUMBER	TOTAL	

B PRODUCT 619

30118

**WORK ORDER INVOICE**

001.418.10.6317



JOHNSON CONTROLS  
Building Efficiency  
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-131313842801 Invoice Date: 10/17/2023  
PO #/Auth: 77240036 Service Request: 1-131301389167  
Customer WO#: SR Type: L&M  
Customer Acct: 1032969 Branch Name: JOHNSON CONTROLS GULF COAST CB - 0N52

Bill To:  
CITY OF JACKSON  
DEPARTMENT OF MAINT  
658 S JEFFERSON ST  
JACKSON MS 39205

Service Site:  
MS ARTS CENTER  
201 E PASCAGOULA ST DAVIS  
PLANETARIUM,  
JACKSON MS 39201-4101

Contractor/License Information :

Requested By: Turner Martin  
Phone: 6015739522

Service Requested: Site Jackson Municipal Art Center AHU 3 Return Drive is Down and Supply Drive is making noise Contact Bobby at 601-954-7714

Service Provided: Check AHU#3 operation and found overload tripped on return fan VFD. Checked bad noise at AHU and found that sheave bad and grabbing bells causing excessive wear on motor drive bearing. Bobby wants quote to replace motor and sheave.  
Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
<b>Labor</b>						
2	10/11/2023 Regular Chiller Heavy	Hour	\$156.00	\$312.00	\$0.00	\$312.00
<b>Sub-Total</b>				<b>\$312.00</b>	<b>\$0.00</b>	<b>\$312.00</b>
<b>Fees</b>						
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45.00	\$0.00	\$45.00
1	Fuel Surcharge Adjustment	Each	\$35.00	\$35.00	\$0.00	\$35.00
<b>Sub-Total</b>				<b>\$80.00</b>	<b>\$0.00</b>	<b>\$80.00</b>
<b>Mileage</b>						
25	Mileage	Each	\$1.84	\$46.00	\$0.00	\$46.00
<b>Sub-Total</b>				<b>\$46.00</b>	<b>\$0.00</b>	<b>\$46.00</b>
<b>Invoice Sub-Total</b>					<b>\$438.00</b>	
<b>Sales Tax</b>					<b>\$0.00</b>	
<b>Total Due</b>					<b>USD</b>	<b>\$438.00</b>

Direct Billing Inquiries: (866) 867-3608

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on Invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.



**JOHNSON CONTROLS**  
Building Efficiency  
Federal ID 39-0380010

**ORIGINAL INVOICE**

<b>Invoice #:</b>	1-131313842801	<b>Invoice Date:</b>	10/17/2023
<b>PO #/Auth:</b>	77240036	<b>Service Request:</b>	1-131301369167
<b>Customer WO#:</b>		<b>SR Type:</b>	L&M
<b>Customer Acct:</b>	1032969	<b>Branch Name:</b>	JOHNSON CONTROLS GULF COAST CB - 0N52

---

**Please reference the invoice number and amount with all payments. Remit to only the address below.**

**Payment Terms:** NET 30  
**Direct Billing Inquiries**  
**To Service Department:** (866) 867-3608

**To Remit Via Credit Card:**  
Call the phone number listed above.  
**INVOICE#:** 1-131313842801

**AMOUNT DUE: USD \$438.00**

**Remit Payment To:**  
JOHNSON CONTROLS  
PO BOX 730068  
DALLAS, TX, 75373-0068

**To Remit Via ACH Wire Transfers:**  
JP Morgan Chase  
One Chase Manhattan Plaza  
New York, NY 10005  
Credit to: Johnson Controls Inc.  
ABA# 071-000013 Depositor Acct #55-14347  
Type of Account: Checking  
CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com



**JOHNSON CONTROLS**  
 Building Efficiency  
 Federal ID 39-0380010

**ORIGINAL INVOICE**

Invoice #: 1-131330587984 Invoice Date: 10/20/2023  
 PO #/Auth: 77240041 Service Request: 1-131316263640  
 Customer WO#: SR Type: L&M  
 Customer Acct: 1032969 Branch Name: JOHNSON CONTROLS GULF COAST CB - 0N52

**Bill To:**  
 CITY OF JACKSON  
 DEPARTMENT OF MAINT  
 658 S JEFFERSON ST  
 JACKSON MS 39205

**Service Site:**  
 THALIA MARA HALL  
 255 E PASCAGOULA ST ,  
 JACKSON MS 39201-4115

**Contractor/License Information :**

**Requested By:** Angie Ladner  
**Phone:** 5129705757

**Service Requested:**

PO #: N/A  
 WO #: N/A  
 Due: 10/14/2023  
 Desc : Customer needs assistance with adjusting the temp. It is too hot. They have a show tonight  
 Svc Hours: Contact POC  
 Access Requirements: Contact POC in advance with ETA and for access instructions.  
 Contact: Angie Ladner (512)970-5757  
 Caller: Angie Ladner (512)970-5757

**Service Provided:**

Found both chillers down. Ch#2 off on oil differential and Ch#1 off on LP/HP/MP. Reset chillers and observed operation. Found that VFD had been put in By-Pass and tower fan running continuously. This may have caused issues with the cooler temps at night and low condensing water. Placed back in Drive position and verified the VFD functioning properly. Observed operation till chilled water temperature was reached and chillers cycled off. Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
<b>Labor</b>						
4	10/14/2023 Overtime Chiller Heavy	Hour	\$234.00	\$936.00	\$0.00	\$936.00
<b>Sub-Total</b>				<b>\$936.00</b>	<b>\$0.00</b>	<b>\$936.00</b>
<b>Fees</b>						
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45.00	\$0.00	\$45.00
1	Fuel Surcharge Adjustment	Each	\$35.00	\$35.00	\$0.00	\$35.00
<b>Sub-Total</b>				<b>\$80.00</b>	<b>\$0.00</b>	<b>\$80.00</b>
<b>Mileage</b>						
30	Mileage	Each	\$1.84	\$55.20	\$0.00	\$55.20
<b>Sub-Total</b>				<b>\$55.20</b>	<b>\$0.00</b>	<b>\$55.20</b>
<b>Invoice Sub-Total</b>					<b>\$1,071.20</b>	
<b>Sales Tax</b>					<b>\$0.00</b>	
<b>Total Due</b>					<b>USD</b>	<b>\$1,071.20</b>

Direct Billing Inquiries: (866) 867-3608



**JOHNSON CONTROLS**  
**Building Efficiency**  
**Federal ID 39-0380010**

**ORIGINAL INVOICE**

<b>Invoice #:</b>	<b>1-131330587984</b>	<b>Invoice Date:</b>	<b>10/20/2023</b>
<b>PO #/Auth:</b>	<b>77240041</b>	<b>Service Request:</b>	<b>1-131316263640</b>
<b>Customer WO#:</b>		<b>SR Type:</b>	<b>L&amp;M</b>
<b>Customer Acct:</b>	<b>1032969</b>	<b>Branch Name:</b>	<b>JOHNSON CONTROLS GULF COAST CB - 0N52</b>

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

**Please reference the invoice number and amount with all payments. Remit to only the address below.**

**Payment Terms: NET 30**  
**Direct Billing Inquiries**  
**To Service Department: (866) 867-3608**

**To Remit Via Credit Card:**  
 Call the phone number listed above.  
**INVOICE#: 1-131330587984**

**AMOUNT DUE: USD \$1,071.20**

**Remit Payment To:**  
 JOHNSON CONTROLS  
 PO BOX 730068  
 DALLAS, TX, 75373-0068  
**To Remit Via ACH Wire Transfers:**  
 JP Morgan Chase  
 One Chase Manhattan Plaza  
 New York, NY 10005  
 Credit to: Johnson Controls Inc.  
 ABA# 071-000013 Depositor Acct #55-14347  
 Type of Account: Checking  
 CORP-BBC-OTC-BTS-SSNA-Remittance@jcl.com

77240049

# Invoice

## **HARDISON ENTERPRISES**

P.O. Box 22086 Jackson, MS 39225  
Phone :601-941-7671,601-665-4879  
Email: cdhardenterprises@gmail.com

Date 10/18/2023  
Invoice #102023G

City of Jackson  
City Hall Brick Patio  
218 President St  
Jackson, MS

Salesperson	Job	PO#	Due Date
	Brick patio walking area		

Description	Total
Repair 16 damaged area on brick walkway	
Remove as needed and replace brick pavers at damaged areas	
Provide labor and materials	
Provide 1000 brick to department for storage	
Labor and Materials	
Subtotal	
Deposit	
Bal at Completion	
Total	\$4,970.00

Hardison Enterprises & Date

Property Associate & Date



141 W SOWELL RD  
 MADISON MS 39110  
 (601) 373-6363, (601) 373-6363  
 Gwatts@brandonservice.com

<b>DATE</b>	10/20/2023 -
<b>TECH(S)</b>	Jason, Logan
<b>JOB #</b>	215883
<b>PO #</b>	
<b>PAYMENT</b>	

<b>CUSTOMER</b>
JACKSON, CITY OF Bobby Washington P. O. BOX 17 JACKSON, MS, 39205 bwashington@jacksonms.gov

<b>SERVICE LOCATION</b>
Police headquarters 327 East Pascagoula Street Jackson, MS, 39201 bwashington@jacksonms.gov

<b>JOB DETAILS</b>
get wit mr Bobby and do a survey and gather info on boilers and pumps

<b>COMPLETION NOTES</b>
October 20 Travel to site and spoke with customer and work that needs to be preformed and customer would like pricing on several projects

<b>Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Total</b>
Labor	2.00	\$120.00	\$240.00
MILEAGE	30.00	\$1.00	\$30.00

**SUB-TOTAL:** \$270.00      **TIME & LABOR:** \$0.00      **EXPENSES:** \$0.00      **PMTS/DEPS:** \$0.00      **TOTAL DUE:** \$270.00

<b>CUSTOMER MESSAGE</b>

<b>PRE-WORK SIGNATURE</b>

<b>POST-WORK SIGNATURE</b>

**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  
Legal Department  
455 East Capitol Street  
Jackson, MS, 39201

**INVOICE #** I013950-1

**DATE** 10/23/2023

**DUE DATE** 11/22/2023

**TERMS** Net 30

**P.O. NUMBER**

77240051

**SALES REP**

Chuck & Shayne

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/23/2023	<b>Service Call</b>	Repair	3	108.00	324.00T
10/23/2023	<b>Custom</b>	Foam 1x2x2 foam pads	2	12.00	24.00T

455 East Capitol Street  
Jackson, MS, 39201  
Sealed off all openings on left station to try and illuminate smell  
Recommend installing some sort of air freshener in entry doorway  
leading to the station  
--- No Warranty ---

<b>SUBTOTAL</b>	348.00
<b>TAX</b>	0.00
<b>TOTAL</b>	348.00
<b>BALANCE DUE</b>	<b>\$348.00</b>

**DUE UPON COMPLETION**

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.



United Plumbing & Heating Co., Inc  
1929 Midway Street  
Jackson, MS 39204 US  
+1 6013734717  
unitedplumbmct@aol.com

# INVOICE

**BILL TO**

City of Jackson  
P.O. Box 17 Finance  
Division/Accts. Payable  
Jackson, MS, 39205

**SHIP TO**

City of Jackson  
Police Headquarters  
327 East Pascagoula Street  
Jackson, MS, 39201

**INVOICE #** I013985-1**DATE** 10/23/2023**DUE DATE** 11/22/2023**TERMS** Net 30**P.O. NUMBER**

77240052

**SALES REP**

Chuck &amp; Shayne

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/23/2023	<b>Drain Clean</b>	Service Call	3	108.00	324.00T
10/23/2023	<b>Custom</b>	SERVICE MACHINES K- 50/ SINK MACHINE	1	15.00	15.00T

327 East Pascagoula Street  
Jackson, MS, 39201

Ran k-50 in lavatory sink numerous times to unstop sink and stack  
Checked all toilets on 1st floor and sink  
All toilets are flushing properly. Lavatory sinks are draining properly.  
—No Warranty—

SUBTOTAL 339.00  
TAX 0.00  
TOTAL 339.00  
BALANCE DUE **\$339.00**

**DUE UPON COMPLETION**

Complaints must be made within 30 days. Any amount unpaid after 180 days, will result in a 5% interest fee added monthly. If no payment is made within 180 days, we have the authority to remove our property without being held responsible for damages in the removal of said materials and/or turned over for collections.

Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER RATIFYING PROCUREMENT OF REPAIR SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS** is legally sufficient for placement in NOVUS Agenda.



**CATORIA P. MARTIN, CITY ATTORNEY**  
Terry Williamson, *Legal Counsel*

11/2/23

**DATE**

OFFICE OF THE CITY ATTORNEY  
11/2/23



**City of Jackson  
Department of Public Works**

**Council Agenda Item Memorandum**

**To:** Honorable Chokwe A. Lumumba, Mayor  
**From:** Robert Lee, Interim Director/City Engineering  
Department of Public Works  
**Date:** November 1, 2023

**Agenda Item:** **ORDER RATIFYING PROCUREMENT OF REPAIR SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS**

**Council Meeting:** Regular Council Meeting, November 07, 2023

**Purpose:** The Building Maintenance Division will use these funds to pay overdue payments for maintenances provide by various vendors throughout the City of Jackson.

**Cost:** \$9,090.95

**Project/Contract Type:** N/A

**Funding Source:** Several accounts  
**Schedule/Time:** November 07, 2023  
**DPW Manager:** Stanley Arnold

**Background:** The Building Maintenance Division will use these funds to pay overdue payments for repair services provided by various vendors throughout the City of Jackson.

# CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 1, 2023

DATE

(as revised 3/6/01)

POINTS		COMMENTS					
1.	<b>Brief Description / Purpose</b>	<b>ORDER RATIFYING PROCUREMENT OF REPAIR SERVICES FROM CERTAIN VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS</b>					
2.	<b>Public Policy Initiative</b> <ol style="list-style-type: none"> <li>1. Youth &amp; Education</li> <li>2. Crime Prevention</li> <li>3. Changes in City Government</li> <li>4. Neighborhood Enhancement</li> <li>5. Economic Development</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>	<ol style="list-style-type: none"> <li>4. Neighborhood Enhancement</li> <li>6. Infrastructure and Transportation</li> <li>7. Quality of Life</li> </ol>					
3.	<b>Who will be affected</b>	Citizens of Jackson					
4.	<b>Benefits</b>	The Building Maintenance Division will use these funds to pay overdue payments for repairs provide by various vendors throughout the City of Jackson.					
5.	<b>Schedule (beginning date)</b>	Scheduled date following City Council Approval					
6.	<b>Location:</b> <ul style="list-style-type: none"> <li>▪ WARD</li> <li>▪ CITYWIDE (yes or no) (area)</li> <li>▪ Project limits if applicable</li> </ul>	City Wide					
7.	<b>Action implemented by:</b> <ul style="list-style-type: none"> <li>▪ City Department <input checked="" type="checkbox"/></li> <li>▪ Consultant <input type="checkbox"/></li> </ul>	Department of Public Works					
8.	<b>COST</b>	\$9,090.95					
9.	<b>Source of Funding</b> <ul style="list-style-type: none"> <li>▪ General Fund <input checked="" type="checkbox"/></li> <li>▪ Grant <input type="checkbox"/></li> <li>▪ Bond <input type="checkbox"/></li> <li>▪ Other <input type="checkbox"/></li> </ul>	Several Accounts					
10.	<b>EBO participation</b>	ABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		AABE	_____ %	WAIVER	yes _____	no _____	N/A _____
		WBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		HBE	_____ %	WAIVER	yes _____	no _____	N/A _____
		NABE	_____ %	WAIVER	yes _____	no _____	N/A _____



39



**ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF JACKSON POLICE OFFICER ALBERT TAYLOR, IN THE MATTER OF THE ESTATE OF CRYSTALLINE BARNES, DECEASED VS. THE CITY OF JACKSON, ALBERT TAYLOR, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, RAKASHA ADAMS, IN HER INDIVIDUAL CAPACITY; IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:18-cv-644-CWR-LGI**

**WHEREAS**, on September 17, 2018, the Estate of Crystalline Barnes filed a federal civil rights lawsuit against the City of Jackson, Mississippi, Albert Taylor, in his individual capacity, and Rakasha Adams, in her individual capacity from an alleged incident that occurred on or about January 27, 2018; and

**WHEREAS**, Officers Albert Taylor was sued in his individual capacity; and

**WHEREAS**, the Office of the City Attorney determined that there was a high risk of a conflict of interest in the representation of Officer Taylor in both his official and individual capacity inasmuch as the statutory and legal requirements of immunity for the City and an individual police officer differ greatly under current legal precedent in such civil rights litigation; and

**WHEREAS**, the City has a statutory obligation to provide defense counsel for its officers and other employees; and

**WHEREAS**, Officer Taylor desired to be represented by Counsel, Attorney Francis Springer; and

**WHEREAS**, Attorney Springer successfully defended Officer Taylor in the litigation of this matter, resulting in a defense verdict by a federal jury.

**WHEREAS**, Attorney Springer's hourly rate is \$150 per hour, and he incurred attorney's fees in the amount of \$23,985.00 during the entire litigation of this matter.

**IT IS, THEREFORE, ORDERED** that the City is hereby authorized to pay Attorney Francis Springer for the representation of Officer Taylor in the matter of the Estate of Crystalline Barnes vs. City of Jackson, et al. in the amount of \$23,985.00.

Agenda Item # 39  
November 7, 2023  
(C. Martin, Lumumba)





**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**DATE: 11/1/23**

	<b>POINTS</b>	<b>COMMENTS</b>
1.	<b>Brief Description</b>	<b>ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF JACKSON POLICE OFFICER ALBERT TAYLOR, IN THE MATTER OF THE ESTATE OF CRYSTALLINE BARNES, DECEASED VS. THE CITY OF JACKSON, ALBERT TAYLOR, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, RAKASHA ADAMS, IN HER INDIVIDUAL CAPACITY; IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:18-cv-644-CWR-LGI</b>
2.	<b>Public Policy Initiative</b> <b>1. Youth &amp; Education</b> <b>2. Crime Prevention</b> <b>3. Changes in City Government</b> <b>4. Neighborhood Enhancement</b> <b>5. Economic Development</b> <b>6. Infrastructure and Transportation</b> <b>7. Quality of Life</b>	N/A
3.	<b>Who will be affected</b>	City of Jackson
4.	<b>Benefits</b>	
5.	<b>Schedule (beginning date)</b>	Upon Council approval
6.	<b>Location:</b> <b>WARD</b> <b>CITYWIDE (yes/no)</b> <b>(area)</b> <b>Project limits if applicable</b>	Citywide
7.	<b>Action implemented by:</b> <b>City Department _____</b> <b>Consultant _____</b>	Office of the City Attorney

8.	<b>COST</b>	\$23,985.00
9.	<b>Source of Funding</b> <b>General fund</b> <input checked="" type="checkbox"/> <b>Grant</b> <input type="checkbox"/> <b>Bond</b> <input type="checkbox"/> <b>Other</b> <input type="checkbox"/>	018.518.20-6722
10.	<b>E. B.O. Participation</b>	<b>ABE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>AABE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>WBE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>HBE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____ <b>NABE</b> _____ % <b>WAIVER</b> _____ <b>yes</b> _____ <b>no</b> _____ <b>N/A</b> _____

Office of the City Attorney

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

**OFFICE OF THE CITY ATTORNEY**

OFFICE OF THE CITY ATTORNEY  
CB

This **ORDER AUTHORIZING THE PAYMENT OF ATTORNEY'S FEES ON BEHALF OF JACKSON POLICE OFFICER ALBERT TAYLOR, IN THE MATTER OF THE ESTATE OF CRYSTALLINE BARNES, DECEASED VS. THE CITY OF JACKSON, ALBERT TAYLOR, IN HIS INDIVIDUAL AND OFFICIAL CAPACITY, RAKASHA ADAMS, IN HER INDIVIDUAL CAPACITY; IN THE UNITED STATES FEDERAL DISTRICT COURT, SOUTHERN DISTRICT OF MISSISSIPPI; CIVIL ACTION NO.: 3:18-cv-644-CWR-LGI** is legally sufficient for placement in NOVUS Agenda.



**Catoria Martin**, *City Attorney*

**Claire Barker**, *Special Assistant*



11/1/23  
Date

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OFFICE OF THE CLERK  
10/21/23

**ORDER AUTHORIZING THE MAYOR ENTER INTO AN AGREEMENT WITH MV TRANSPORTATION, INC. FOR THE PROVISION OF OPERATIONS AND MAINTENANCE OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) COMMENCING JANUARY 1, 2024.**

**WHEREAS**, the City of Jackson (City) has determined that it is in the City's best interest to seek a professional management company to operate and maintain the City's public transit system (JTRAN) and is authorized to enter into a contract for the operation and maintenance of said public transportation system; and

**WHEREAS**, the City issued a Request for Proposal on August 25, 2023 for a transit operator company to provide operations and maintenance of JTRAN and received responses from two transit companies; and

**WHEREAS**, based on the best value procurement policy, reviewed by the review committee, City staff and administration, MV Transportation, Inc. has been determined to provide the best value in the operations and maintenance of JTRAN for the next four years commencing on January 1, 2024 through December 31, 2027 with three one-year options to be exercised at the future sole discretion of City Council as described in "Exhibit A" attached hereto and incorporated herein by reference; and

**WHEREAS**, the City shall pay MV Transportation, Inc. an estimated amount in FY 2023-2024 of eight million five hundred ninety-nine thousand seven hundred thirty-two dollars (\$8,599,732), in FY 2024-2025, nine million five hundred sixty-seven thousand six hundred forty-seven dollars (\$9,567,647), in FY 2025-2026 nine million nine hundred fifty-three thousand four hundred thirty-eight dollars (\$9,953,438) and in FY 2026-2027 ten million five hundred fifty-two thousand eighty-five dollars (\$10,552,085) based on the operation of forty-eight thousand seven hundred seventy-six (48,776) annual revenue vehicle service hours for JTRAN fixed route and fifty thousand two hundred nineteen (50,219) annual trips for demand response service the first year of the contract, excluding no-shows and cancellations, to the base cost per trip rate and increase the number of trips and hours by 3% for each year thereafter plus a start-up costs for actual expenses incurred with supporting documentation not to exceed two hundred sixty-nine thousand five hundred and seventy-two dollars and nine cents (\$269,572.09); and

**WHEREAS**, to ensure that the public transportation services are not interrupted, the transition plan will incorporate the formal transfer of all relevant documents required to establish and maintain MV Transportation, Inc. as the transit operations and maintenance contractor for the City and that MV Transportation, Inc. is authorized to work with Transdev Services Incorporation, Inc. to facilitate the transition of operations to MV Transportation, Inc. control by December 31, 2023.

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to enter into an Agreement with MV Transportation, Inc. for the provision of Operations and Maintenance of the public transportation system (JTRAN) for a four (4) year period commencing January 1, 2024 through December 31, 2027, with three, one-year options to be exercised upon approval of the City Council.

**IT IS FURTHER ORDERED**, that should an agreement with MV Transportation, Inc. not be executed, that the Mayor is authorized to negotiate and execute an Agreement with Transdev Services Incorporation, Inc., as the second most responsive bidder and shall negotiate a BAFO with Transdev Services Incorporation based on the costs listed on Exhibit A.

**IT IS, FURTHER ORDERED** that the City shall pay MV Transportation, Inc. an estimated amount in FY 2023-2024 of eight million five hundred ninety-nine thousand seven hundred and thirty-two dollars (\$8,599,732), in FY 2024-2025, nine million five hundred sixty-seven thousand six hundred and forty-seven dollars (\$9,567,647), in FY 2025-2026 nine million nine hundred fifty-three thousand four hundred and thirty-eight dollars (\$9,953,438) and in FY 2026-2027 ten million five hundred fifty-two thousand and eighty-five dollars (\$10,552,085) based on the operation of forty-eight thousand seven hundred and seventy-six (48,776) annual revenue vehicle service hours for JTRAN fixed route and fifty thousand two hundred and nineteen (50,219) annual trips for demand response service the first year of the contract, excluding no-shows and cancellations, to the base cost per trip rate and increase the number of trips and hours by 3% for each year thereafter plus a start-up costs for actual expenses incurred with supporting documentation not to exceed two hundred sixty-nine thousand five hundred and seventy-two dollars and nine cents (\$269,572.09).

Item# \_\_\_\_\_  
Agenda Date: November 7, 2023  
By: (Dotson, Lumumba)

**(See Exhibit A, Attached hereto)**

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 11/7/2023**

POINTS		COMMENTS
1.	<b>Brief Description/Purpose</b>	<b>ORDER AUTHORIZING THE MAYOR ENTER INTO AN AGREEMENT WITH MV TRANSPORTATION FOR THE PROVISION OF OPERATIONS AND MAINTENANCE OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) COMMENCING JANUARY 1, 2024.</b>
2.	<b>Public Policy Initiative</b> <b>1. Youth &amp; Education</b> <b>2. Crime Prevention</b> <b>3. Changes in City Government</b> <b>4. Neighborhood Enhancement</b> <b>5. Economic Development</b> <b>6. Infrastructure &amp; Transportation</b> <b>7. Quality of Life</b>	6. Infrastructure & Transportation.
3.	<b>Who will be affected</b>	All citizens and visitors of the City of Jackson
4.	<b>Benefits</b>	All citizens and visitors of the City of Jackson
5.	<b>Schedule (beginning date)</b>	January 1, 2024
6.	<b>Location:</b>	Department of Planning & Development/Office of Transportation/All Wards
7.	<b>Action implemented by: City Department</b>	Department of Planning & Development/Office of Transportation
8.	<b>COST</b>	Year 1: \$8,599,732 Year 2: \$9,567,647 Year 3: \$9,953,438 Year 4: \$10,552,085
9.	<b>Source of Funding</b> <b>General Fund</b> x <b>Grant</b> <b>Bond</b> <b>Other</b>	Federal Transit Administration (FTA) Section 5307 funding – 80% for preventative maintenance and ADA paratransit operations. And 50% for a portion of the operational costs. (187-4473)  General Fund – 20 % for preventative maintenance and ADA paratransit operations to 50% for a portion of the operational costs. All additional costs not covered by FTA grants would be covered by General Fund. (187-5911).
10.	<b>EBO participation</b>	DBE 2.50%    WAIVER    yes ___    no <u>X</u> N/A ___ AABE ___%    WAIVER    yes ___    no ___    N/A <u>X</u> WBE ___%    WAIVER    yes ___    no ___    N/A <u>X</u> HBE ___%    WAIVER    yes ___    no ___    N/A <u>X</u> NABE ___%    WAIVER    yes ___    no ___    N/A <u>X</u>



# MEMORANDUM

**TO:** Chokwe A. Lumumba, Mayor

**THRU:** Chloe Dotson, Director Department of Planning & Development

**FROM:** Christine F. Welch, Deputy Director Office of Transportation *cfw*

**DATE:** October 20, 2023

**RE:** Agenda Item for November 7, 2023 City Council Meeting

The attached agenda item authorizes the Mayor to enter into an Agreement with MV Transportation. for the provision of Operations and Maintenance for the public transportation system (JTRAN) for a four-year period commencing January 1, 2024 through December 31, 2027. This agreement provides for three (3), one-year options exercised in the future upon approval of the City Council.

On August 25, 2023, the Department of Planning and Development, Office of Transportation, Transit Services Division, released a Request for Proposals (RFP) for a contractor for the operation and maintenance of the JTRAN system for a four (4) year period with three (3) one-year options. The Transit Services Division is maintaining the current level of service operation of 48,774 annual revenue vehicle service hours for JTRAN fixed route and 50,208 annual trips for demand response service the first year of the contract, excluding no-shows and cancellations, to the base cost per trip rate and increase the number of hours and trips by three percent (3%) for each year thereafter.

The City is looking to the proposed Contractor to assist in keeping the transit operations as lean, mean, and efficient and to be mindful of all costs proposed to ensure the future sustainability of the transit program. We desire to collaborate with a company to transform this operation to the next level and to embody their professional philosophy for operation and maintenance of a transit system from day one. The questions asked in the best and final offer (BAFO) to the proposed Contractor was how they can assist the City in meeting that objective in a reasonable and economical manner.

The contractor retained will not be allowed to sub-contract transit operations and maintenance services for the system. The proposed contractor assumes all liability associated with cost and insurance for a fixed monthly cost, plus an hourly variable rate based on a definition.

The City received two proposals from the following companies:

- MV Transportation.
- Transdev Services

The review committee recommended that MV Transportation continue with the best and final offer (BAFO) process based on the high-ranking score and that Transdev Services no longer be considered in the process. The review committee felt that both of the proposed contractors was well qualified to provide the services. However, the critical components were how the proposed contractor's regional management team would support the local team and be able to interact with City staff. Maintenance is our weakest link. The proposed contractor showed an aggressive approach to our Maintenance Plan and demonstrated a cohesive knowledge of the City desire to collaborate with a company to transform this operation to the next level

and to embody their professional philosophy for operation and maintenance of a transit system from day one.

Based on the scoring of the interviewers and review of the proposals, the ranking is as follows:

<u>Company Name</u>	<u>Total Score</u>	<u>Ranking</u>	<u>Overall %</u>
MV Transportation.	984	1 <sup>st</sup>	84%
Transdev Services	814	2 <sup>nd</sup>	70%

Since this is a “best value” procurement, the procurement was based on the definition located in FTA Circular 4220.1F, “Third Party Contracting Requirements.

Both of the potential contractors are **fully capable and competent** to provide JTRAN services, which the review committee took into full consideration prior to recommending their selection choice.

Immediately upon City Council approval, staff along with legal will commence negotiations with MV Transportation to finalize the Agreement. If negotiations fail, staff would commence negotiations with the second-best value proposer, Transdev Services to finalize an Agreement.

Upon signing of the Agreement, the Transit Services staff will start transiting from Transdev Services to MV Transportation. Transit Services staff, Transdev Services and MV Transportation will audit the fleet using a third-party auditor to resolve any equipment deficiencies related to the buses and other non- revenue equipment transitioning. The third-party auditor will provide a cost for all repairs that Transdev Services will be responsible for covering the cost to bring the fleet into a state of good repair.

The existing employees of Transdev Services will have an opportunity to apply for employment with the proposed contractor. Priority hiring is given to the current employees meeting the hiring requirements (CDL, DOT physical, training etc.) of the proposed contractor. A hiring fair will be conducted immediately for existing employees and new potential employees. The proposed contractor will follow the current collective bargaining agreement with ATU Local 1208, until contract expiration.

If you have any questions, please call Christine F. Welch, Deputy Director (601) 960-1909 or e-mail [cwelch@jacksonms.gov](mailto:cwelch@jacksonms.gov).

Attachments

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY  
10/31/23

## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MY TRANSPORTATION FOR THE PROVISION OF OPERATIONS AND MAINTENANCE OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN) COMMENCING JANUARY 1, 2024** is legally sufficient for placement in NOVUS Agenda.

  
\_\_\_\_\_  
**Catoria Martin**, *City Attorney*

**Kristie Metcalfe**, *Deputy City Attorney*



10/31/23  
\_\_\_\_\_  
**Date**

OFFICE OF THE CITY ATTORNEY  
11/1/23

**ORDER APPROVING THE APPLICATION OF THE GREATER EASTOVER NEIGHBORHOOD FOUNDATION, INC. FOR THE INSTALLATION OF A PUBLIC ACCESS GATE ON MEADOWBROOK ROAD, JUST EAST OF THE EAST RIDGE DRIVE INTERSECTION AT 2206 MEADOWBROOK ROAD. (WARD 1)**

**WHEREAS**, The Greater Eastover Neighborhood Foundation, Inc. hereinafter referred to as "Petitioners", petitioned the City of Jackson, Mississippi to construct a public access gate on Meadowbrook Road, just east of East Ridge Drive intersection at 2206 Meadowbrook Road as shown on Public Access Gate Application #17, located in the City of Jackson, First Judicial District, Hinds County, Mississippi; and

**WHEREAS**, the Petitioners presented their petition pursuant to Section 110-28 of the Jackson Code of Ordinances; and

**WHEREAS**, the Petitioners have, at their own expense, furnished the City of Jackson with plans; and

**WHEREAS**, the Site Plan Review Committee of the City of Jackson, reviewed the petition to erect a public access gate on June 8, 2023, and petitioners addressed all technical objections that were raised by the committee; and

**WHEREAS**, on September 7, 2023, the Site Plan Review Committee voted to deny the Public Access Gate Application. Four (4) members voted to approve, four (4) members voted to deny, and two (2) members abstained; and

**WHEREAS**, the City Council, upon reviewing the public access gate application and hearing from all interested parties finds that (1) the design plan for the public access gate satisfies accessibility standards in City of Jackson Ordinance Sec. 110-28(b); (2) the application received prior authorization from at least 75% of the property owners who reside within the proposed gated area; and (3) the design plan shows that the public access gate will conform to applicable design standards;

**WHEREAS**, based on the abovementioned findings, the City Council rejects the Site Plan Review Committee's recommendation for denial and finds that the application should be approved.

**IT IS THEREFORE ORDERED** that the application for a public access gate on Meadowbrook Road, just east of East Ridge Drive at 2206 Meadowbrook Road, as shown on Site Plan Review Application #17, be approved and the Department of Public Works is authorized to issue a Right-of-Way Permit for said gate.

Agenda Item No. 41  
11.7.2023  
(Dotson, Lumumba)

**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET** October 23, 2023  
DATE

<b>P O I N T S</b>		<b>C O M M E N T S</b>
1.	<b>Brief Description</b>	Order Approving the application of the Greater Eastover Neighborhood Foundation, Inc. for the installation of a Public Access Gate on Meadowbrook Road at 2206 Meadowbrook Road. (Ward 1)
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 6, & 7
3.	<b>Who will be affected</b>	Residents and motorists along Meadowbrook Rd., N. Honeysuckle Ln., Eastover Dr., Dogwood Dr., Sandridge Rd., East Manor Dr. & Quail Run Rd.
4.	<b>Benefits</b>	Install public access gates
5.	<b>Schedule (beginning date)</b>	Upon Council approval
6.	<b>Location:</b> ▪ <b>WARD</b> ▪ <b>CITYWIDE (yes or no) (area)</b> ▪ <b>Project limits if applicable</b>	Ward 1  East Meadowbrook Rd.
7.	<b>Action implemented by:</b> ▪ <b>City Department</b> <input checked="" type="checkbox"/> ▪ <b>Consultant</b> <input type="checkbox"/>	City of Jackson, Department of Planning & Development
8.	<b>COST</b>	None to the City
9.	<b>Source of Funding</b> ▪ <b>General Fund</b> <input type="checkbox"/> ▪ <b>Grant</b> <input type="checkbox"/> ▪ <b>Bond</b> <input type="checkbox"/> ▪ <b>Other</b> <input type="checkbox"/>	N/A
10.	<b>EBO participation</b>	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Department of Planning & Development



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

Chokwe Antar Lumumba  
*Mayor of the City of Jackson*

## MEMORANDUM

**To:** Mayor Chokwe Antar Lumumba

**From:** Ms. Chloe Dotson  
Director

**Cc:** Ms. LaTonya Miller  
Deputy Director

**Date:** September 15, 2023

**Subject:** Agenda Item for City Council Meeting

Attached you will find an order approving and an order denying the installation of a public access gate on Meadowbrook Road at 2206 Meadowbrook Rd. just east of East Ridge Drive intersection.

The Greater Eastover Neighborhood Foundation, Inc. filed a Site Plan Review Application for the installation of a public access gate on Meadowbrook Road at 2206 Meadowbrook Road just east of East Ridge Drive intersection. The Site Plan Review Committee reviewed the request and has deemed that this item is ready to be placed on the next available City Council Agenda for the Approval or Denial by the City Council. In accordance with Section 110-28, the public access gate ordinance, these two items are to be placed on the Council hearing; and a Public Hearing must be held to seek public input for or against the proposal. After that hearing, the Council is to make a final decision on this application.

Site Plan Review Findings: All Site Plan Review Committee members signed off on the review of the above mentioned project(s). Concerns from the Traffic Engineer & Jackson Fire Department were noted.

- Traffic Engineer has concerns with this proposed Gate location and its proximity to the East Manor Drive Public Access Gate.
- Fire Department has concerns over response times.

Site Plan Review Committee Vote: On September 7, 2023 the Site Plan Review Committee voted four (4) for approval, four (4) for denial and two (2) abstained.

If you have any questions or comments, please do not hesitate to call me at (601) 960-1172.


Office of the City Attorney

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

## OFFICE OF THE CITY ATTORNEY

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This **ORDER APPROVING THE APPLICATION OF THE GREATER EASTOVER NEIGHBORHOOD FOUNDATIONS, INC. FOR THE INSTALLATION OF A PUBLIC ACCESS GATES ON MEADOWBROOK ROAD, JUST EAST OF THE EAST RIDGE DRIVE INTERSECTION AT 2206 MEADOWBROOK** is legally sufficient for placement in NOVUS Agenda.

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

  
\_\_\_\_\_

11/7/23  
Date

OFFICE OF THE CITY ATTORNEY  
11/7/23



## Zoning Division City of Jackson

Division of Zoning  
Post Office Box 17  
Jackson, Mississippi 39205  
601-960-1054

Case # SITE-23-45

September 7, 2023

DAVIDSON ROBERT D & LISA M  
2206 MEADOWBROOK RD, JACKSON MS  
39211,

### **RE: Site Plan Review Committee Comments and Recommendations -**

Dear Dana Robertson:

As shown on the enclosed Site Plan Clearance Document, your development received clearance on September 7, 2023.

1204.05A Commencement of Project: Applicant(s) shall have one (1) year to commence construction of approved site plans. If work does not commence within this time period, applicant may request one (1) six (6) month extension. After this period has elapsed applicant shall be required to resubmit site plans for any proposed development.

If you have any immediate questions or concerns, please do not hesitate to contact me at (601) 960-2253.

Sincerely,

**Joseph Warnsley**

**Chairperson, Site Plan Review Committee Coordinator**

**Division of Zoning**

**Department of Planning**

**City of Jackson**



**NOTICE OF PUBLIC HEARING  
PUBLIC ACCESS GATE(S)  
CITY OF JACKSON, MISSISSIPPI**

**GATE NO. 17**

Notice is hereby given the City Council of Jackson, Mississippi will hold a public hearing on **October 24, 2023** at **10:00 a.m.** in Council Chambers at City Hall located at 219 S. President Street for the **Regular Council Meeting** to consider granting approval of the public access gate(s) as outlined in the Jackson Code of Ordinances Section 110-28, Section 5. All interested citizens are encouraged to attend.

**Proposed** gate will be located at: **2206 Meadowbrook Road, just east of the intersection at East Ridge Drive.**

WITNESS my signature this **13<sup>th</sup> day of September 2023.**

Joseph Warnsley  
Site Plan Chairperson  
City of Jackson, Mississippi

**ORDER AUTHORIZING PAYMENT OF \$36,950.33 TO GRANICUS FOR GRANICUS, INC. FOR ANNUAL MAINTENANCE FOR THE AGENDA MANAGEMENT AND VIDEO SYSTEM. (JACKSON CITY COUNCIL)**

**WHEREAS**, the governing authorities passed an order on March 16, 2021, to authorize the Mayor to execute an agreement with Granicus, Inc. for annual maintenance for the agenda management and video system; and

**WHEREAS**, the appliance provides for an easy way to create, track, and publish agenda items for City Departments and the City Council; and

**IT IS, THEREFORE, ORDERED** that payment be made to Granicus, Inc. for the annual maintenance for the agenda management and video system in the amount of \$36,950.33.

**IT IS FURTHER ORDERED** that payment for said services be made from the City of Jackson Technology Fund.

**Agenda Item No. 42  
11.7.2023  
(Jackson City Council)**

## Granicus Budgetary Proposal for Jackson MS

### ORDER DETAILS

**Prepared By:** Francisco Garcia  
**Phone:** (939) 268-1270  
**Email:** francisco.garcia@granicus.com  
**Order #:** Q-309893  
**Prepared On:** 25 Oct 2023  
**Expires On:** 31 Dec 2023

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Current Subscription**  
**End Date:** 31 Dec 2023  
**Period of Performance:** 01 Jan 2024 - 31 Dec 2024

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

<b>Renewing Subscription Fees</b>			
<b>Solution</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>Annual Fee</b>
Meeting Efficiency Suite	Annual	1 Each	\$0.00
Government Transparency Suite	Annual	1 Each	\$15,430.69
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,602.35
Peak Agenda Management	Annual	1 Each	\$19,917.29
Open Platform Suite	Annual	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$36,950.33</b>

## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-309893 dated 25 Oct 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Jackson MS to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective 01 Jan 2021 are incorporated herein by reference.

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GRANICUS FOR MAINTENANCE FOR THE AGENDA MANAGEMENT AND VIDEO SYSTEM.**

**WHEREAS**, on January 21, 2020, the Jackson City Council authorized the execution of a one-year agreement with Granicus to provide an appliance for video housing and playback, a Meeting Efficiency Suite, Government Transparency Suite, Open Platform Suite, Encoding appliance software and resultant maintenance on an annual basis, and

**WHEREAS**, the appliance provides for an easy way to create, track, and publish agenda items for City Departments and the City Council; and

**WHEREAS**, the aforementioned agreement, which contemplates access to the software and follow-on maintenance on a subscription basis, expired on December 31, 2020, and is currently due for renewal; and

**WHEREAS**, the need for continuous maintenance has been analyzed and the execution of an agreement with Granicus for continuous maintenance for this system is recommended; and

**WHEREAS**, Granicus offered to provide said maintenance for a three-year period in the amount of \$29,609.04 for Year 1 (1/1/2021 – 12/31/2021), \$31,681.67 for Year 2 (1/1/2022 – 12/31/2022), \$33,899.39 for Year 3 (1/1/2023 – 12/31/2023) total amount not to exceed \$95,190.10 for the three-year period to expire on December 31, 2023.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute a three-year agreement with Granicus, 408 Saint Peter Street, Suite 600, Saint Paul, Minnesota 55102, for maintenance and support for the agenda management and video system at a cost of \$29,609.04 for Year 1 (1/1/2021 – 12/31/2021), \$31,681.67 for Year 2 (1/1/2022 – 12/31/2022), \$33,899.39 for Year 3 (1/1/2023 – 12/31/2023) total amount not to exceed \$95,190.10 for the three-year period to expire on December 31, 2023.

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

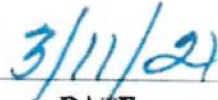
## OFFICE OF THE CITY ATTORNEY

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This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GRANICUS, INC.** is legally sufficient for placement in NOVUS Agenda.



**Monica D. Allen**, *Interim City Attorney*



**DATE**

*Handwritten initials KB*  
OFFICE OF THE CITY ATTORNEY  
3/11/24



**CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET**

**3/1/2021**  
**DATE**

POINTS		COMMENTS	
1.	<b>Brief Description</b>	Purchase of a maintenance agreement from GRANICUS, Inc. for the meeting and agenda management system utilized by City Departments and the City Council.	
2.	<b>Public Policy Initiative</b> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in City Government	
3.	<b>Who will be affected</b>	All Departments	
4.	<b>Benefits</b>	The software provides for an easy way to create, track, and publish agenda items for the City Council.	
5.	<b>Schedule (beginning date)</b>	Final date of execution by both parties.	
6.	<b>Location:</b> ▪ WARD  ▪ CITYWIDE (yes or no) (area)  ▪ Project limits if applicable	CITYWIDE	
7.	<b>Action implemented by:</b> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration	
8.	<b>COST</b>	Not to exceed \$95,190.10	
9.	<b>Source of Funding</b> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund - Maintenance	
10.	<b>EBO participation</b>	ABE _____ % N/A _____ AABE _____ % N/A _____ WBE _____ % N/A _____ HBE _____ % N/A _____ NABE _____ % N/A _____	WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___ WAIVER yes ___ no ___



## Granicus Proposal for Jackson MS

### Granicus Contact

**Name:** Bernadette Foley

**Phone:** (651) 538-1366

**Email:** bernadette.foley@granicus.com

### Proposal Details

**Quote Number:** Q-126672

**Prepared On:** 12/23/2020

**Valid Through:** 3/31/2020

### Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

**Period of Performance:** 1/1/2021 - 12/31/2021

**Contract End Date:** 12/31/2023

### Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Meeting Efficiency Suite	Annual	1 Each	\$0.00
Government Transparency Suite	Annual	1 Each	\$12,364.92
Peak Agenda Management	Annual	1 Each	\$15,960.12
Open Platform Suite	Annual	1 Each	\$0.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,284.00
<b>SUBTOTAL:</b>			<b>\$29,609.04</b>

### Remaining Period(s)

Solution(s)	1/1/2022 - 12/31/2022	1/1/2023 - 12/31/2023
Meeting Efficiency Suite	\$0.00	\$0.00
<b>SUBTOTAL:</b>	<b>\$31,681.67</b>	<b>\$33,899.39</b>



Remaining Period(s)		
<b>Solution(s)</b>	<b>1/1/2022 - 12/31/2022</b>	<b>1/1/2023 - 12/31/2023</b>
Government Transparency Suite	\$13,230.46	\$14,156.60
Peak Agenda Management	\$17,077.33	\$18,272.74
Open Platform Suite	\$0.00	\$0.00
Granicus Encoding Appliance Software (GT)	\$1,373.88	\$1,470.05
<b>SUBTOTAL:</b>	<b>\$31,681.67</b>	<b>\$33,899.39</b>

**Product Descriptions**

<b>Name</b>	<b>Description</b>
<b>Meeting Efficiency Suite</b>	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the Index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies</li> <li>• Unlimited storage of minutes documents</li> <li>• Access to the LiveManager software application for recording information during meetings</li> <li>• Access to the Word Add-in software component for minutes formatting in MS Word if desired</li> <li>• Up to one (1) MS Word minutes template (additional templates can be purchased if needed)</li> </ul>
<b>Government Transparency Suite</b>	<p>Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.</p>
<b>Peak Agenda Management</b>	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies and meeting types</li> <li>• Access to up to one (1) Peak Agenda Management site</li> </ul>

## Product Descriptions

Name	Description
<b>Open Platform Suite</b>	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
<b>Granicus Encoding Appliance Software (GT)</b>	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.



**Terms and Conditions**

- Link to Terms: [https://granicus.com/pdfs/Master\\_Subscription\\_Agreement.pdf](https://granicus.com/pdfs/Master_Subscription_Agreement.pdf)
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Jackson MS to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-126672 dated 12/23/2020 are incorporated into this Purchase Order by reference.
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which volume based pricing is used and the volume has changed from the prior term without regard to the prior term's per-unit pricing.


**Agreement and Acceptance**

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

**Billing Information**

Name:  
Phone:  
Email:  
Address:

**Jackson MS**

Signature:   
Name: Chokwe A. Lumumba  
Title: Mayor  
Date: 4/6/2021