REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
November 19, 2024
AGENDA
10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **DR. WILLIE TOBIAS, JR., PASTOR OF NEW MOUNT ZION MISSIONARY BAPTIST CHURCH, WARD 3**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

2. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RENAMING SHORT STREET (FROM LYNCH STREET TO DEAD END) TO DR. CURTIS C. JOHNSON DRIVE. (STOKES)**

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

3. **NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
4. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 115 NEATHERWOOD DRIVE PARCEL 613-80 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)**
5. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS**

ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF STATE PROPERTY LOCATED AT 3925 ILANO DRIVE PARCEL 613-9 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)

6. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 119 NEATHERWOOD DRIVE PARCEL 613-79 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)**

7. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 3912 ILANO DR PARCEL 613-52 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)**

8. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 3030 TERRY RD. UNIT 32 PARCEL 607-56-3 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)**

9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF STATE PROPERTY LOCATED AT 239 COOPER ROAD PARCEL 625-158 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)**

10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISE, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 342 COOPER RD. PARCEL 624-95-1 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY,**

AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)

11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISE, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2562 BELVEDERE DR. PARCEL 210-104 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71. (KEETON, LUMUMBA)**

12. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1437 LOCATED AT 3737 MOSLEY AVE – PARCEL #425-224– $6,000.00. (WARD 3). (KEETON, LUMUMBA)**

13. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-40 LOCATED AT 1857 W. CAPITOL ST – PARCEL #125-83– $17,000.00 (WARD 5). (KEETON, LUMUMBA)**

14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1184 LOCATED AT 315 COUNTRY CLUB DR – PARCEL #636-326– $6,500.00. (WARD 4). (KEETON, LUMUMBA)**

15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS,**

REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1355 LOCATED AT 506 E. HILLSDALE DR – PARCEL #640-200– $6,562.50. (WARD 4). (KEETON, LUMUMBA)

16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-2498 LOCATED AT 3106 W. HIGHWAY 80 – PARCEL #635-38 – $11,000.00 (WARD 5). (KEETON, LUMUMBA)**

17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FILL IN POOL, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1871 LOCATED AT 4639 N HIGHWAY 55 – PARCEL #511-600-1– $240,000.00 (WARD 3). (KEETON, LUMUMBA)**

18. **APPROVAL OF THE OCTOBER 21, 2024 REGULAR CITY COUNCIL ZONING MEETING MINUTES. (S.JORDAN, LINDSAY)**

19. **APPROVAL OF THE OCTOBER 22, 2024 REGULAR CITY COUNCIL MEETING MINUTES. (S.JORDAN, LINDSAY)**

INTRODUCTION OF ORDINANCES

ADOPTION OF ORDINANCE

20. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RENAMING SHORT STREET (FROM LYNCH STREET TO DEAD END) TO DR. CURTIS C. JOHNSON DRIVE. (STOKES)**

REGULAR AGENDA

21. **CLAIMS (MALEMBEKA, LUMUMBA)**

22. **PAYROLL (MALEMBEKA, LUMUMBA)**

23. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTEGRATED BEHAVIORAL HEALTH, INC., D/B/A UPRISE HEALTH TO ADMINISTER THE CITY OF JACKSON EMPLOYEE**

ASSISTANCE PROGRAM. (T. MARTIN, LUMUMBA)

24. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH JACKSON STATE UNIVERSITY (JSU) TO ALLOW THE JACKSON POLICE DEPARTMENT (JPD) TO PROVIDE SERVICES DURING JSU'S 2024 FOOTBALL ATHLETIC EVENTS. (WADE, LUMUMBA)**

25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE AS A SERVICE LICENSING AGREEMENT WITH IMAGETREND, LLC TO PROVIDE THE JACKSON FIRE DEPARTMENT WITH A SOFTWARE BILLING SOLUTION THAT INTEGRATES WITH THE CITY'S COST RECOVERY PROGRAM. (OWENS, LUMUMBA)**

26. **ORDER RATIFYING DEPARTMENT'S PROCUREMENT AND AUTHORIZING THE PAYMENT OF INVOICE NO. 366480 TO EDKO VEGETATION MANAGERS FOR HERBICIDE, EQUIPMENT, AND PERSONNEL SUPPLIED AT 15 CITY OF JACKSON TOWER LOCATIONS. (REID, LUMUMBA)**

27. **ORDER RETROACTIVELY APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LEASE EXTENSION AMENDMENT TO A CONTRACT WITH RICOH USA FOR THE LEASE OF FOUR (4) PRODUCTION COPIERS BY THE CITY OF JACKSON DIVISION OF PUBLICATIONS. (PAYNE, LUMUMBA)**

28. **ORDER RATIFYING ADDITIONAL SERVICES PROCURED AND AUTHORIZING PAYMENT OF INVOICE 2067 DATED JULY 18, 2024 SUBMITTED BY GET-COMM, INC FOR ADDITIONAL SERVICES PROVIDED DURING THE OFFICE OF PUBLICATION'S RELOCATION FROM THE EUDORA WELTY LIBRARY TO 2525 ROBINSON ROAD. (REID, LUMUMBA)**

29. **ORDER RATIFYING THE ACCEPTANCE OF A QUOTE PROVIDED BY METRO COMMUNICATIONS & UTILITY CONTRACTORS, LLC TO PERFORM FIBER REPAIR AT FIRE STATION 11 AND FIRE STATION 12. (REID, LUMUMBA)**

30. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EIGHT (8TH) AMENDMENT TO THE GROUND LICENSE AND ANTENNA SITE LICENSE AGREEMENT THE CITY HAS WITH NEW CINGULAR WIRELESS PCS, LLC, THE SUCCESSOR IN INTEREST TO BELL SOUTH MOBILITY. (REID, LUMUMBA)**

31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED AT 179 MAGNOLIA ROAD. (REID, LUMUMBA)**

32. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED AT 543 MARTIN**

STREET. (REID, LUMUMBA)

33. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED AT 2642 RAYMOND ROAD. (REID, LUMUMBA)**

34. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH CELLCO PARTNERSHIP DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED 3351 LYNCH STREET. (REID, LUMUMBA)**

35. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH CELLCO PARTNERSHIP DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED AT 301 NORTH STREET (REID, LUMUMBA)**

36. **ORDER REQUESTING APPROVAL OF DIRECTOR ABRAM MUHAMMAD'S REGISTRATION APPLICATION FOR THE CERTIFIED PLAYGROUND SAFETY INSPECTOR (CPSI) IN-PERSON COURSE AND EXAM AND APPROVING PAYMENT FOR SAME. (MUHAMMAD, LUMUMBA)**

37. **ORDER REQUESTING RATIFICATION AND PAYMENT OF REGISTRATION FEES TO THE NATIONAL RECREATION AND PARKS ASSOCIATION FOR ITS 2023 ANNUAL CONFERENCE. (MUHAMMAD, LUMUMBA)**

38. **ORDER REQUESTING RATIFICATION OF VARIOUS PURCHASES OF PRODUCE MADE FOR THE ANIMALS AT THE JACKSON ZOO FROM ROBERTSON PRODUCE AND SUNRISE PRODUCE. (MUHAMMAD, LUMUMBA)**

39. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION WITH IVS, INC. DBA ANGELTRAX TO PROVIDE MOBILE SURVEILLANCE CAMERA SYSTEM FOR THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM. (KEETON, LUMUMBA)**

40. **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING ("CMPDD") TO ACCEPT GRANT FUNDS TO SUPPORT CONGREGATE MEALS, HOME-DELIVERED MEALS, TRANSPORTATION, AND OUTREACH PROGRAMS OF THE CITY OF JACKSON AND AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS. (KEETON, LUMUMBA)**

41. **ORDER DECLARING PARCEL NUMBER 134-1 AS SURPLUS PROPERTY AND AUTHORIZING THE DONATION OF THE PARCEL PURSUANT TO SECTION 21-17-1(3)(a)(i) OF THE MISSISSIPPI CODE. (KEETON, LUMUMBA)**

42. **ORDER AUTHORIZING THE EXECUTION OF AN INSTALLATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF JACKSON AND ADOPT A CHARGER, INC. TO INSTALL ELECTRIC VEHICLE CHARGING STATIONS. (KEETON, LUMUMBA)**

43. **ORDER RATIFYING PROCUREMENT OF ALARM MONITORING SERVICES BY THE TRAFFIC ENGINEERING DIVISION FROM ACADIAN TOTAL SECURITY, L.L.C. AND AUTHORIZING PAYMENTS TO SAID VENDOR. (WRIGHT, LUMUMBA)**

44. **ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS PROJECT, STP-8254-00(004) LPA 108284 (PARCEL NO. 706-201, JACKSON MS TIC A LLC AND JACKSON MS TIC B LLC). (WRIGHT, LUMUMBA)**

45. **ORDER ESTABLISHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS PROJECT, STP-8254-00(004) LPA 108284 (PARCEL NO. 706-15-4, THIND BROS. LLC). (WRIGHT, LUMUMBA)**

46. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE PRELIMINARY ENGINEERING SERVICES CONTRACT FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS PROJECT WITH NEEL-SCHAFFER, INC. (WRIGHT, LUMUMBA)**

47. **ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2025 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 HTW-LGI, U.S.D.C., S.D. MISS., IN UNITED STATES OF AMERICA VS. THE CITY OF JACKSON, CASE NO. 3:22-CV-00686-HTW-LGI, U.S.D.C., S.D.MISS., AND OTHER RELATED MATTERS. (D. MARTIN, LUMUMBA)**

48. **ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (D. MARTIN, LUMUMBA)**

49. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**

50. **ORDER RESCINDING THE 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. (STOKES)**

DISCUSSION

51. **DISCUSSION: HAWKINS FIELD. (STOKES)**

52. **DISCUSSION: BULLYING. (STOKES)**

53. **DISCUSSION: FACEBOOK MARKETPLACE RISKS (FOOTE)**

54. **DISCUSSION: HUD 108 DEBT SERVICE (KEETON, LUMUMBA)**

55. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY (JACKSON CITY COUNCIL)**

56. **DISCUSSION: LITIGATION LEGAL MATTERS (D. MARTIN)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

57. **MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.**

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

3

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RENAMING SHORT STREET (FROM LYNCH STREET TO DEAD END) TO DR. CURTIS JOHNSON DRIVE. (STOKES)

WHEREAS, Dr. Curtis Johnson, a pioneering figure in campus *emergency* management, devoted educator, visionary leader in higher education, celebrated community servant, and man of deep faith, made his earthly transition recently; and

WHEREAS, Dr. Johnson was a three-time alumnus of Jackson State University, where he earned a Bachelor of Science in Psychology, a Master of Science in Guidance and Counseling, and a Ph.D. in Urban Higher Education; and

WHEREAS, Jackson State University benefited significantly from Dr. Johnson's academic and administrative leadership, impacting countless students and colleagues through his dedication and commitment to excellence; and

WHEREAS, Dr. Johnson's extensive work in higher education and campus emergency management has left an indelible mark, particularly in enhancing the safety and well-being of the campus community; and

WHEREAS, renaming Short Street (from Lynch Street to the dead end) to Dr. Curtis Johnson Drive serves as a tribute to his lifelong achievements and contributions to both the University and the Jackson community.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby renames Short Street from Lynch Street to Dead End in honor of Dr. Curtis Johnson.

SO ORDAINED, this the_____ day of November, 2024.

Agenda Item No.: 3
11.19.24
(Stokes)

4

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 115 NEATHERWOOD DRIVE PARCEL 613-80 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, on June 18, 2024, 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 administrative hearing held on March 26, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a HB603 funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the lowest and best bid and through its representative, Robert Love, agreed to demolish 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; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo Project: 115 Neatherwood Dr.: Parcel 613-80 for the sum of $11,800.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, If the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Agenda Item No.: 4
11.19.24
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprises, LLC has a principal office address 5822 Canton Park Drive Jackson, Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish 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; and clean curbside to remedy conditions for property located at 115 Neatherwood Drive.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $11,800.00 shall be paid to Four Seasons Enterprises, LLC for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/21/24
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PARCELS ON PRIVATE PROPERTIES WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	District 71
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$11,800.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** X ▪ **Bond** ☐ ▪ **Other** ☐	District 71 Fund 44344415-6446
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **10/21/2024**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Four Seasons Enterprises, LLC for the demolition and cleaning 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.

The parcel is a part of a HB603 funded project in which Four Seasons Enterprises, LLC was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-24-504.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 115 NEATHERWOOD DRIVE PARCEL 613-80 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M.

10/28/24
Date

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF STATE PROPERTY LOCATED AT 3925 ILANO DRIVE PARCEL 613-9 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, on June 26, 2024, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a HB603 funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the lowest and best bid and through its representative, Robert Love, agreed to demolish 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; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo Project 3925 Ilano Dr.: Parcel 613-9 for the sum of $11,130.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Agenda Item No.: 5
11.19.24
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprises, LLC has a principal office address 5822 Canton Park Drive Jackson, Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish 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; and clean curbside to remedy conditions for property located at 3925 Ilano Drive.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $11,130.00 shall be paid to Four Seasons Enterprises, LLC for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/21/24
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PARCELS ON PRIVATE PROPERTIES WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	District 71
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$11,130.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** X ▪ **Bond** ☐ ▪ **Other** ☐	District 71 Fund 4434415-6446
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ___ AABE ____ % WAIVER yes ___ no ___ N/A ___ WBE ____ % WAIVER yes ___ no ___ N/A ___ HBE ____ % WAIVER yes ___ no ___ N/A ___ NABE ____ % WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **10/21/2024**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Cornerstone Enterprises, LLC for the demolition and cleaning 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.

The parcel is a part of a HB603 funded project in which Cornerstone Enterprises, LLC was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-24-215.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 3925 ILANO DRIVE PARCEL 613-9 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*

10/28/24
Date

6

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 3912 ILANO DR PARCEL 613-52 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, on June 18, 2024, 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 administrative hearing held on March 26, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a HB603 funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the lowest and best bid and through its representative, Robert Love, agreed to demolish 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; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 3912 Ilano Dr: Parcel 613-52 for the sum of $13,780.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Agenda Item No.: 6
11.19.24
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprises, LLC has a principal office address 5822 Canton Park Dr. Jackson, MS 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish 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; and clean curbside to remedy conditions for property located at 3912 Ilano Dr.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $13,780.00 shall be paid to Four Seasons Enterprises, LLC for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/21/24
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISE, INC. FOR THE DEMOLITION AND CLEANING OF PARCELS ON PRIVATE PROPERTIES WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	District 71
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$13,780.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** X ▪ **Bond** ☐ ▪ **Other** ☐	District 71 Fund 44344415-6446
10.	**EBO participation**	ABE _____ % WAIVER yes __ no __ N/A ____ AABE _____ % WAIVER yes __ no __ N/A ____ WBE _____ % WAIVER yes __ no __ N/A ____ HBE _____ % WAIVER yes __ no __ N/A ____ NABE _____ % WAIVER yes __ no __ N/A ____

THE CITY OF
JACKSON
MISSISSIPPI

Memo

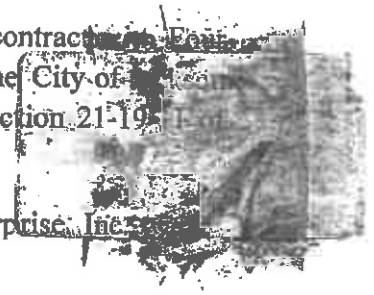
To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **10/21/2024**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Four Seasons Enterprise, Inc. for the demolition and cleaning of real property in the City of [illegible] declared to be a menace to public health, safety and welfare pursuant to Section 21-19-1 of Mississippi Code.



The parcel is a part of a HB603 funded project in which Four Seasons Enterprise, Inc. [illegible] compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-24-503.

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

10/25/24 S.M.

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 3912 ILANO DRIVE PARCEL 613-52 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71** is legally sufficient for placement in NOVUS Agenda.

Drew M. Mart

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M.

10/29/24
Date

7

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 119 NEATHERWOOD DRIVE PARCEL 613-79 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, on June 18, 2024, 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 administrative hearing held on April 23, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a HB603 funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the lowest and best bid and through its representative, Robert Love, agreed to demolish 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; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo Project 119 Neatherwood Dr.: Parcel 613-79 for the sum of $13,000.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Agenda Item No.: 7
11.19.24
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprises, LLC has a principal office address 5822 Canton Park Drive Jackson, Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish 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; and clean curbside to remedy conditions for property located at 119 Neatherwood Drive.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $13,000.00 shall be paid to Four Seasons Enterprises, LLC for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/21/24
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PARCELS ON PRIVATE PROPERTIES WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE** (yes or no) (area) ▪ **Project limits if applicable**	District 71
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$13,000.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** X ▪ **Bond** ☐ ▪ **Other** ☐	District 71 Fund 44344415-6446
10.	**EBO participation**	ABE ___ % WAIVER yes ___ no ___ N/A ___ AABE ___ % WAIVER yes ___ no ___ N/A ___ WBE ___ % WAIVER yes ___ no ___ N/A ___ HBE ___ % WAIVER yes ___ no ___ N/A ___ NABE ___ % WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **10/21/2024**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Four Seasons Enterprises, LLC for the demolition and cleaning 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.

The parcel is a part of a HB603 funded project in which Four Seasons Enterprises, LLC was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-24-754.

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

10/25/24 SCM

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 119 NEATHERWOOD DRIVE PARCEL 613-79 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71 is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* SCM

10/29/24
Date

8

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 3030 TERRY RD. UNIT 32 PARCEL 607-56-3 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71

WHEREAS, on June 18, 2024, 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 administrative hearing held on May 7, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a HB603 funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the lowest and best bid and through its representative, Robert Love, agreed to demolish 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; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 3030 Terry Rd. Unit 32: Parcel 607-56-3 for the sum of $35,500.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Agenda Item No.: 8
11.19.24
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprises, LLC has a principal office address 5822 Canton Park Dr. Jackson, MS 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish 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; and clean curbside to remedy conditions for property located at 3030 Terry Rd. Unit 32.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $35,500.00 shall be paid to Four Seasons Enterprises, LLC for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/21/24
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISE, INC. FOR THE DEMOLITION AND CLEANING OF PARCELS ON PRIVATE PROPERTIES WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	District 71
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$35,500.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** X ▪ **Bond** ☐ ▪ **Other** ☐	District 71 Fund 44344415-6446
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **10/21/2024**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor [illegible] Four Seasons Enterprise, Inc. for the demolition and cleaning of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section [illegible] of Mississippi Code.



The parcel is a part of a HB603 funded project in which Four Seasons [illegible] in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for CE-24-176.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 3030 TERRY ROAD. UNIT 32 PARCEL 607-56-3 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71 is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*

10/29/24
Date

9

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF STATE PROPERTY LOCATED AT 239 COOPER ROAD PARCEL 625-158 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, on April 8, 2024, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a HB603 funded project; and

WHEREAS, based on stated requirements, Cornerstone Enterprises, LLC submitted the lowest and best bid and through its representative, Curtis Robinson, agreed to demolish 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; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo Project 239 Cooper Rd.: Parcel 625-158 for the sum of $10,000.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Agenda Item No.: 9
11.19.24
(Keeton, Lumumba)

WHEREAS, Cornerstone Enterprises, LLC has a principal office address 532 View Pointe Way Clinton, Mississippi 39056.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Cornerstone Enterprises, LLC to demolish 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; and clean curbside to remedy conditions for property located at 239 Cooper Road.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $10,000.00 shall be paid to Cornerstone Enterprises, LLC for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/21/24
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PARCELS ON PRIVATE PROPERTIES WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	District 71
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$10,000.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** X ▪ **Bond** ☐ ▪ **Other** ☐	**District 71 Fund** 4434415-6446
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ___ AABE ____ % WAIVER yes ___ no ___ N/A ___ WBE ____ % WAIVER yes ___ no ___ N/A ___ HBE ____ % WAIVER yes ___ no ___ N/A ___ NABE ____ % WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **10/21/2024**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Cornerstone Enterprises, LLC for the demolition and cleaning 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.

The parcel is a part of a HB603 funded project in which Cornerstone Enterprises, LLC was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-24-215.

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 10/29/24

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF STATE PROPERTY LOCATED AT 239 COOPER ROAD PARCEL 625-158 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71 is legally sufficient for placement in NOVUS Agenda.

10/30/24
Date

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M. 10/29/24
Ramona Williams, *Deputy City Attorney* RW

10

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISE, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 342 COOPER RD. PARCEL 624-95-1 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, on June 18, 2024, 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 administrative hearing held on May 7, 2024; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a HB603 funded project; and

WHEREAS, based on stated requirements, Cornerstone Enterprise, LLC submitted the best and lowest bid and through its representative, Curtis Robinson, agreed to demolish 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; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo 342 Cooper Rd.: Parcel 624-95-1 for the sum of $10,000.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Agenda Item No.: 10
11.19.24
(Keeton, Lumumba)

WHEREAS, Cornerstone Enterprise, LLC has a principal office address 532 View Pointe Way Clinton, MS 39056.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Cornerstone Enterprise, LLC to demolish 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; and clean curbside to remedy conditions for property located at 342 Cooper Rd.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $10,000.00 shall be paid to Cornerstone Enterprise, LLC for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/21/24
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PARCELS ON PRIVATE PROPERTIES WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	District 71
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$10,000.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** X ▪ **Bond** ☐ ▪ **Other** ☐	District 71 Fund 44344415-6446
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A ___ AABE ____% WAIVER yes ___ no ___ N/A ___ WBE ____% WAIVER yes ___ no ___ N/A ___ HBE ____% WAIVER yes ___ no ___ N/A ___ NABE ____% WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **10/21/2024**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Cornerstone Enterprises, LLC for the demolition and cleaning of real property [illegible] of Jackson declared to be a menace to public health, safety and welfare pursuant to Section [illegible] of Mississippi Code.

The parcel is a part of a HB603 funded project in which Cornerstone Enterprises, LLC was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-24-624.

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

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 342 COOPER RD. PARCEL 624-95-1 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71 is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*

10/29/21
Date

11

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISE, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2562 BELVEDERE DR. PARCEL 210-104 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.

WHEREAS, on April 23 2024, 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 administrative hearing held on November 28, 2023; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a HB603 funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprise, LLC submitted the lowest and best bid and through its representative, Curtis Robinson, agreed to demolish 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; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled DIST. 71 Demo 2562 Belvedere Dr.: Parcel 210-104 for the sum of $16,275.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Agenda Item No.: 11
11.19.24
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprise, LLC has a principal office address 5822 Canton Park Dr. Jackson, MS 39211

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish 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; and clean curbside to remedy conditions for property located at 2562 Belvedere Dr.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $16,275.00 shall be paid to Four Seasons Enterprises, LLC for the services provided from HB603 funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/21/24
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISE FOR THE DEMOLITION AND CLEANING OF PARCELS ON PRIVATE PROPERTIES WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE** (yes or no) (area) ▪ **Project limits if applicable**	District 71
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$16,275.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** X ▪ **Bond** ☐ ▪ **Other** ☐	District 71 Fund 44344415-6446
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **10/21/2024**

Re: **Agenda Item**

The attached agenda item is an order requesting that the M[illegible] a contract with Four Seasons Enterprise for the demolition and cleaning of real property in th[illegible] declared to be a menace to public health, safety and welfare pursuant to Section [illegible] Mississippi Code.

The parcel is a part of a HB603 funded project in which C[illegible] was in compliance with bid requirements.

Therefore, we respectfully request that you authorize the execution of a contract awarded to the said contractor for case CE-22-1474.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 2562 BELVEDERE DRIVE PARCEL 210-104 WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH STATE REQUIREMENTS FOR THE HB603 FUNDS ALLOCATED FOR DISTRICT 71** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M.

10/29/24
Date

12

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1437 LOCATED AT 3737 MOSLEY AVE – PARCEL #425-224– $6,000.00. (WARD 3)

WHEREAS, on September 24, 2024, 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 administrative hearing held on August 27, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, agreed to demolish structure, remove 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; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 3737 Mosley Avenue, Parcel 425-224 for the sum of $6,000.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Agenda Item No.: 12
11.19.24
(Keeton, Lumumba)

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston Rd. Jackson, MS 39213.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish 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; and clean curbside to remedy conditions for property located at 3737 Mosley Avenue Jackson, MS 39206.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $6,000.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/6/24
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE** (yes or no) (area) ▪ **Project limits if applicable**	Ward 3
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$6,000.00
9.	**Source of Funding** ▪ **General Fund** X ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 001-444-70-6446
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ___ AABE ____ % WAIVER yes ___ no ___ N/A ___ WBE ____ % WAIVER yes ___ no ___ N/A ___ HBE ____ % WAIVER yes ___ no ___ N/A ___ NABE ____ % WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **11/5/2024**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Socrates Garrett Enterprises INC. for the demolition and cleaning 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 a contract awarded to the said contractor for CE-24-1437

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLITION A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1437 LOCATED AT 3737 MOSLEY AVE-PARCEL #425-224- $6,000.00 is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

11/8/24

Date

13

OFFICE OF THE CITY COUNCIL 11/8/24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-40 LOCATED AT 1857 W. CAPITOL ST – PARCEL #125-83– $17,000.00 (WARD 5)

WHEREAS, on April 23, 2024, 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 administrative hearing held on February 13, 2024; and

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

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the lowest and best bid and through its representative, Robert Love, agreed to demolish 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; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 1857 W. Capitol St., Parcel 125-83 for the sum of $17,000.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Agenda Item No.: 13
11.19.24
(Keeton, Lumumba)

WHEREAS, Four Seasons Enterprises, LLC has a principal office address 5822 Canton Park Dr. Jackson, MS 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish 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; and clean curbside to remedy conditions for property located at 1857 W. Capitol St. Jackson, MS 39209.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $17,000.00 shall be paid to Four Seasons Enterprises, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/21/24
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION AND CLEANING OF PARCELS ON PRIVATE PROPERTIES WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 5
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$17,000.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** X ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 00144470-6446
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **11/5/2024**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Four Seasons Enterprise, Inc. for the demolition and cleaning 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 a contract awarded to the said contractor for CE-24-40

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLITION A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-40 LOCATED AT 1857 W. CAPITOL ST-PARCEL #125-83- $17,000.00 is legally sufficient for placement in NOVUS Agenda.

Sondra D. Moncure
Sondra Moncure, *Special Assistant*

11/8/24
Date

14

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1184 LOCATED AT 315 COUNTRY CLUB DR – PARCEL #636-326– $6,500.00. (WARD 4)

WHEREAS, on April 23, 2024, 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 administrative hearing held on February 13, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid and through its representative, Socrates Garrett, agreed to demolish structure, remove 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; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 315 Country Club Dr. Parcel, 636-326 for the sum of $6,500.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Agenda Item No.: 14
11.19.24
(Keeton, Lumumba)

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address 2659 Livingston Rd. Jackson, MS 39213.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises, Inc. to demolish 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; and clean curbside to remedy conditions for property located at 315 Country Club Dr. Jackson, MS 39209.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $6,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/6/24
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE** (yes or no) (area) ▪ **Project limits if applicable**	Ward 4
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$6,500.00
9.	**Source of Funding** ▪ **General Fund** X ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 001-444-70-6446
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ___ AABE ____ % WAIVER yes ___ no ___ N/A ___ WBE ____ % WAIVER yes ___ no ___ N/A ___ HBE ____ % WAIVER yes ___ no ___ N/A ___ NABE ____ % WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **11/5/2024**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Socrates Garrett Enterprises INC. for the demolition and cleaning 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 a contract awarded to the said contractor for CE-21-1184

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLITION A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1184 LOCATED AT 315 COUNTRY CLUB DR-PARCEL #636-326- $6,500.00 is legally sufficient for placement in NOVUS Agenda.

Sondra D. Moncure
Sondra Moncure, *Special Assistant*

11/8/24
Date

15

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1355 LOCATED AT 506 E. HILLSDALE DR – PARCEL #640-200– $6,562.50. (WARD 4)

WHEREAS, on September 10, 2024, 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 administrative hearing held on August 6, 2024; and

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

WHEREAS, based on stated requirements, Socrates Garrett Enterprises INC. submitted the lowest and best bid and through its representative, Socrates Garrett, agreed to demolish structure, remove 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; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 506 E. Hillsdale Dr. Parcel 640-200 for the sum of $6,562.50; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Agenda Item No.: 15
11.19.24
(Keeton, Lumumba)

WHEREAS, Socrates Garrett Enterprises INC. has a principal office address 2659 Livingston Rd. Jackson, MS 39213.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Socrates Garrett Enterprises INC. to demolish 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; and clean curbside to remedy conditions for property located at 506 E. Hillsdale Dr. Jackson, MS 39209.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $6,562.50 shall be paid to Socrates Garrett Enterprises INC. for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/6/24
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 4
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$6,562.50
9.	**Source of Funding** ▪ **General Fund** X ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 001-444-70-6446
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ___ AABE ____ % WAIVER yes ___ no ___ N/A ___ WBE ____ % WAIVER yes ___ no ___ N/A ___ HBE ____ % WAIVER yes ___ no ___ N/A ___ NABE ____ % WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **11/5/2024**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Socrates Garrett Enterprises INC. for the demolition and cleaning 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 a contract awarded to the said contractor for CE-24-1355

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

11/8/24 MEC ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLITION A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1355 LOCATED AT 506 E HILLSDALE DR-PARCEL #640-200-$6,562.50** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
Sondra Moncure, *Special Assistant*

11/8/24
Date

16

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-2498 LOCATED AT 3106 W. HIGHWAY 80 – PARCEL #635-38 – $11,000.00 (WARD 5)

WHEREAS, the State of Mississippi received 3106 W. Highway 80 due to delinquent taxes; and

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

WHEREAS, on December 4, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-23-2498 located at 3106 W. Highway 80 parcel #635-38 in Ward 5 of the City of Jackson; and

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

WHEREAS, Cornerstone Enterprises, LLC submitted the lowest bid and through Curtis Robinson, agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 3106 W. Highway 80 for the sum of $11,000.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of $50

Agenda Item No.: 16
11.19.24
(Keeton, Lumumba)

per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

WHEREAS, Cornerstone Enterprises, LLC has a principal office address of 532 View Pointe Way Clinton, MS 39056 according to the information appearing on the Mississippi Secretary of State's website; and

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a contract with Cornerstone Enterprises, LLC to demolish the structure, foundation, and, cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 3106 W. Highway 80 Jackson, MS 39209 deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $11,000.00 shall be paid to Cornerstone Enterprises, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/5/2024
DATE

POINTS		COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 5
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$11,000.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other**	**General Funding** **(001-444-70-6446)**
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Interim Director**
Department of Planning and Development

Date: **11/6/2024**

Re: **Agenda Item**

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

Therefore, we respectfully request that you authorize the execution of contract and related documents for project selected and awarded to the said contractor for the following case #CE-23-2498.

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

11/8/24 THE BOOM. ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLITION A STRUCTURE, REMOVE FOUNDATION, STEPS, DRIVEWAY, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-23-2498 LOCATED AT 3106 W HIGHWAY 80- PARCEL #635-38-$11,000.00** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
Sondra Moncure, *Special Assistant*

11/8/24
Date

17

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLISH A STRUCTURE, FILL IN POOL, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1871 LOCATED AT 4639 N. HIGHWAY 55 – PARCEL #511-600-1– $240,000.00 (WARD 3)

WHEREAS, on September 24, 2024, 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 administrative hearing held on August 27, 2024; and

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

WHEREAS, based on stated requirements, Cornerstone Enterprises, LLC submitted the lowest and best bid and through its representative, Curtis Robinson, agreed to demolish structure, leaving the slab and parking lot intact and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, crates, appliances, building materials, furniture, and fallen tree parts fill in pool; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed as 4639 N. Highway 55, Parcel 511-600-1 for the sum of $240,000.00; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, if the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

Agenda Item No.: 17
11.19.24
(Keeton, Lumumba)

WHEREAS, Cornerstone Enterprises, LLC has a principal office address 532 View Pointe Way Clinton, MS 39056.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish 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; and clean curbside to remedy conditions for property located at 4639 N. Highway 55 Jackson, MS 39206.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $240,000.00 shall be paid to Cornerstone Enterprises, LLC for the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

11/6/24
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEMOLITION AND CLEANING OF PARCEL ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-9-11.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents
4.	**Benefits**	Cleaning of the private property will remove threats to the health, safety and welfare of surrounding residents while improving the condition of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 3
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT
8.	**COST**	$240,000.00
9.	**Source of Funding** ▪ **General Fund** X ▪ **Grant** ▪ **Bond** ☐ ▪ **Other** ☐	General Fund: 001-444-70-6458
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: **Chokwe Lumumba, Mayor**

From: **Jhai Keeton, Director**
Department of Planning and Development

Date: **11/6/2024**

Re: **Agenda Item**

The attached agenda item is an order requesting that the Mayor execute a contract with Cornerstone Enterprises LLC for the demolition and cleaning 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 a contract awarded to the said contractor for CE-21-1871

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

11/8/24 THU ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND CORNERSTONE ENTERPRISES, LLC TO DEMOLITION A STRUCTURE, FILL IN POOL, CUT GRASS AND WEEDS, REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1871 LOCATED AT 4639 N. HIGHWAY 55-PARCEL #511-600-1- $240,000.00** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
Sondra Moncure, *Special Assistant*

11/8/24
Date

18

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 21, 2024, being the third Monday of said month when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Brian Grizzell, Council Vice President, Ward 4 (via teleconference); Ashby Foote, Ward 1; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6 (via teleconference). Directors: Sabrina Shelby, Chief Deputy Clerk of Council; Jessica Whitlock, Chief Deputy Clerk of Council; Ester Ainsworth, Zoning Administrator and Ramona Williams, Deputy City Attorney.

Absent: Kenneth I. Stokes, Ward 3.

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The meeting was called to order by **President Virgi Lindsay.**

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President Lindsay recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4263, 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 Lindsay requested that the Clerk read the Order:

ORDINANCE GRANTING TENNYSON GARDNER A REZONING FROM C-1 (RESTRICTED) COMMERCIAL DISTRICT TO C-1A (RESTRICTED) COMMERCIAL DISTRICT TO ALLOW FOR A BARBER SHOP FOR THE PROPERTY LOCATED ON 2013 DALTON ST (PARCEL 163-134), CASE NO. 4263.

WHEREAS, Tennyson Gardner has filed a petition to rezone property located on 2013 Dalton St (Parcel 163-134), in the City of Jackson, First Judicial District of Hinds County, Mississippi, from C-1 (Restricted) Commercial District to C-1A (Restricted) Commercial District to allow for a barber shop; and

WHEREAS, the Jackson City Planning Board, after holding the required public hearing, has recommended the approval of the rezoning of the property located on 2013 Dalton St (Parcel 163-134) from C-1 (Restricted) Commercial District to C-1A (Restricted) Commercial District to allow for a barber shop; 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 21, 2024 to consider said change, based upon the record of the case as developed before the City Planning Board; and

WHEREAS, it appeared to the satisfaction of the City Council that notice of said petition had been published in the Mississippi Link on September 5, 2024 and September 19, 2024 that a hearing had been held by the Jackson City Planning Board on September 25, 2024, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended approval of the rezoning of the property located on 2013 Dalton St (Parcel 163-134) from C-1 (Restricted) Commercial District to C-1A (Restricted) Commercial District; and

WHEREAS, the Council after having considered the matter, is of the opinion that such changes would be in keeping with sound land use practice and to the best interest of the City and that there has been a substantial change in the land use character of the surrounding area that

justifies rezoning the property and there is a public need for additional property in that area zoned in accordance with said application since any previous City Council action; and

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

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

> Lot 9, 10 and 11, of College Park Addition, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 4 at Page 36 thereof, reference to which is hereby made in aid and as a part of this description.

is hereby modified so as to approve the rezoning of the property located at 2013 Dalton St (Parcel 163-134) from C-1 (Restricted) Commercial District to C-1A (Restricted) Commercial District to allow for a barber shop. However, that before for any structure is erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process. The Zoning Administrator is ordered to note such change on the Official Zoning Map to the City of Jackson, Mississippi.

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

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

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

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President Lindsay recognized **Tennyson Gardner**, **Applicant**, who spoke in favor of a Rezoning from C-1 (Restricted) Commercial District to C-1A (Restricted) Commercial District to allow for a barber shop.

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There was no opposition from the public.

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

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

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President Lindsay recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of Zoning Case No. 4264, 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 Lindsay requested that the Clerk read the Order:

> **ORDINANCE GRANTING SELIKA SWEET A REZONING FROM CMU–1 (COMMUNITY) MIXED-USE DISTRICT, PEDESTRIAN ORIENTED TO C-3 (GENERAL) COMMERCIAL DISTRICT WITH CONDITIONAL USE PERMITS TO ALLOW FOR THE INSTALLATION OF A BILLBOARD AND THE CONSTRUCTION OF A COMMUNITY RECREATIONAL CENTER FOR THE PROPERTY LOCATED ON PARCEL #140-3 ON PASCAGOULA ST., CASE NO. 4264.**
>
> **WHEREAS**, Selika Sweet has filed a petition to rezone property located on Parcel #140-3 on Pascagoula St., in the City of Jackson, First Judicial District of Hinds County, Mississippi,

from CMU–1 (Community) Mixed-Use District to C-3 (General) Commercial District with Conditional Use Permits to allow for the installation of a billboard and the construction of a community recreational center; and

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

WHEREAS, notice was duly and legally given to property owners and interested citizens that a meeting of the Council would be held at the City Hall at 2:30 p.m., Monday, October 21, 2024 to consider said change, based upon the record of the case as developed before the City Planning Board; and

WHEREAS, it appeared to the satisfaction of the City Council that notice of said petition had been published in the Mississippi Link on September 5, 2024 and September 19, 2024 that a hearing had been held by the Jackson City Planning Board on September 25, 2024, all as provided for by ordinances of the City of Jackson and the laws of the State of Mississippi, and that the Jackson City Planning Board had recommended the rezoning of the property located at Parcel #140-3 on Pascagoula St. from CMU–1 (Community) Mixed-Use District to C-3 (General) Commercial District with Conditional Use Permits; and

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

WHEREAS, the Council, after having considered the matter, is also of the opinion that the proposed uses would not be detrimental to the continued use, value or development of properties in the vicinity and that a Conditional Use Permits be granted to allow for the installation of a billboard and the construction of a community recreational center within a C-3 (General) Commercial District of the City of Jackson.

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

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

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

(Book 904 Page 22)

Beginning at the point where the Eastern boundary of Clifton Street intersects the Northern boundary of Pascagoula Street, as said streets are now laid out and improved, and running thence in an Easterly direction along the Northern boundary of Pascagoula Street 222.64 feet to an old stake; turning thence to the left through an angle of 90 deg 29 min. run Northerly toward an old iron stake 74.6 feet; run thence Westerly parallel with the Northern boundary line of Pascagoula Street 94.25 feet to a point 25 feet West of the East line of Lot 56; turning thence right through an angle of 90 deg. 10 min. run Northerly along a line parallel and 25 feet West of the East line of Lot 56 a distance of 7124 feet; turning thence to the left through an angle of 90 deg. 10 min. run Westerly and parallel with the North line of Pascagoula Street 127.85 feet to the Eastern line off Clifton Street; run thence Southerly along the Eastern line of Clifton Street 145.84 feet to the Point of Beginning.

TOGETHER WITH:

(Book 904 Page 23)

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

TOGETHER WITH:

(Book 988 Page 435)

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

Beginning at a point on the North line of Pascagoula Street, which point is 222.64 feet measured Easterly along the North line of Pascagoula Street from the East line of Clifton Street as both Streets arc now laid out and improved in the City of Jackson, Mississippi, said point being the Southeast corner of the Salvation Army Property as described in Deed Book 904 at Page 22 in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi, turn thence to the left through an angle of $90^0$29' and run Northerly along the East line of the Salvation Army Property for a distance of 74.6 feet to the Northeast corner thereof, and said corner being the Point of Beginning of the land herein described; continue thence Northerly along an extension of the last mentioned course for a distance of 88.65 feet to an old fence line; turn thence to the left through an angle of 88 degrees 23' and run Westerly along said old fence line 72.25 feet to a fence corner; thence Southerly along an old fence line and the projection thereof, for a distance of 90.14 feet to a point in the North line of the presently owned Salvation Army Property, which point is 73.55 feet measured Westerly along the North line from the Northeast corner of said Salvation Army Property; thence Easterly along the North line of said Salvation Army Property for a distance of 73.55 feet to the Point of Beginning. In aid of and as a part of this description reference is hereby made to plat for the Salvation Army Property prepared by W. A. Akin, civil engineer, dated July 26, 1956, which plat is attached hereto and which is to be considered a part hereof as if copied fully herein.

TOGETHER WITH:

(Book 988 Page 453)

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

TOGETHER WITH

(Book 1468 Page 209-210)

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

Begin at a point on East line of Clifton Street 185.0 feet Southerly from the intersection of the East line of Clifton Street with the South line of Pearl Street, as both streets are now (August 1963) laid out and Improved City of Jackson in the First Judicial District of Hinds County, Mississippi, said Point of Beginning also being 196.2 feet Northerly from the intersection of the East line Clifton Street with the North line of Pascagoula Street, as both streets are now (August 1963) laid out and improved in the City of Jackson, Mississippi, said Point of

Beginning also being the Southwest corner of the lot formerly belonging to the A. M. E. Church; run. thence Southerly along the East line of Clifton Street for a distance of 50 feet to an iron stake; thence tum to the left through a deflection angle 90^0 00' and run Easterly and parallel with the North line of Pascagoula Street for a distance of 148 feet to an iron stake; thence turn to the left through a deflection angle of 90^0 00' and run Northerly and parallel with the East line of Clifton Street for a distance of 50 feet to an iron stake; thence tum to the left through a deflection angle of 90^0 00' and run Westerly and with the North line of Pascagoula Street for a distance of 148 feet to the Point of Beginning; LESS AND EXCEPT a certain triangular shaped parcel of land lying in the Northwest corner of the above described property, heretofore conveyed to the City of Jackson, Mississippi, and being more particularly described as follows: Begin at a point on the East line of Clifton Street at the Northwest corner of the above; described lot or parcel of land and run thence Easterly and parallel with the North line of Pascagoula Street for a distance of 17.42 feet to an iron stake on the North line of the above described lot or parcel of land; turn thence to the right through a deflection angle of 136^0 02' and run Southwesterly for a distance of 24.2 feet to an iron stake on the East line of Clifton Street, said point being 16.8 feet Southerly from the Point of Beginning; turn thence to the right through a deflection angle of 133 ^{0} 58' and run Northerly along the East line of Clifton Street for a distance of 16,8 feet to the Point of Beginning.

TOGETHER WITH:

(Book 2220 Page 635)
Begin at the intersection of the South line of Terry Road and the East line of Clifton Street as now laid out run thence in a northeasterly direction along the south line of Terry Road 24.22 feet to the point of beginning; from this point run thence along said south line of Terry Road in a northeasterly direction a distance of 133.52 feet; thence turn south and run 79.02 feet to a point which is 107.58 feet from the point of beginning; run thence westerly 107.58 feet to the point of beginning. Said lot being the triangle lot located on part of Lot 56 Miscellaneous-numbers West Jackson, according to map or plat of said It of record Chancery Clerk's office at Jackson, Mississippi.

is hereby modified so as to approve the rezoning of the property located at Parcel #140-3 on Pascagoula St. from CMU–1 (Community) Mixed-Use District to C-3 (General) Commercial District with Conditional Use Permits to allow for the installation of a billboard and the construction of a community recreational center. The conditions of the Use Permits are that they shall be granted on an annual basis; be granted to Selika Sweet, the owner of the subject property; that subsequent owners of the subject property must apply for and receive new Use Permits; and compliance with adopted Property Maintenance, Building, Fire Law Enforcement and Zoning Codes be maintained at all times. However, that before for any structure is erected or use thereof on the said property, the applicant must meet the requirements established through the Site Plan Review process. The Zoning Administrator is ordered to note such change on the Official Zoning Map to the City of Jackson, Mississippi.

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

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

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

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President Lindsay recognized **Anita M. Stamps**, **Representative** for the **Applicant** and **Selika Sweet**, **Representative**, who spoke in favor of a Rezoning from CMU-1 (Community) Mixed-Use District with a Use Permit to allow for the installation of a billboard and the construction of a community recreation center (event venue).

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There was no opposition from the public.

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

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

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President Lindsay recognized Zoning Administrator **Ester Ainsworth** who provided the Council with a procedural history of said Agenda Item for text amendments, including all applicable ordinances, and statuses.

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President Lindsay requested that the Clerk read the Order:

ORDINANCE APPROVING AMENDMENT TO THE TEXT OF THE OFFICIAL ZONING ORDINANCE OF THE CITY OF JACKSON MISSISSIPPI AND RESPECTIVELY ADOPTED ON MAY 29, 1974 WITH SUBSEQUENT AMENDMENTS IN ORDER TO PROVIDE FOR AND ESTABLISH MORE EFFECTIVE ZONING REGULATIONS FOR THE CITY OF JACKSON MISSISSIPPI.

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

That Article II, Section 202 of the Zoning Ordinance of Jackson, Mississippi, is hereby amended to read as follows:

202.41(a) Cottage Industry: A cottage industry is a micro enterprise business with a maximum of five (5) employees that is owned and operated by an individual or a family, typically operating out of a home rather than a purpose-built or commercial facility.

202.54 Electric Vehicle Charging Station: An apparatus or facility with one or more electrical outlets for recharging the batteries of electric vehicles.

202.54(a) Employee (Staff): This word includes any individual who is regularly on the premises of a business or industrial establishment for productive use on a part-time or full-time basis. For the purpose of this Ordinance, the maximum number of employees at an establishment at one time constitutes its number of employees.

202.83 Kennel **for Household** Pets ~~(Private)~~: Any building or buildings, or land designed or arranged for the care of three (3) to five (5) household pets, or a combination thereof, six (6) months of age or older, belonging to the owner of the principal use, kept for purposes of show, hunting, or as pets **and not for profit.**

202.130(a) Pop-up Retail: A ***pop-up shop is the term given to a shop or store that is deliberately temporary. It's a store that "pops-up" for a limited period of time to achieve a particular goal.***

202.130~~(a)~~ ***(b)*** Portable Storage Containers (POD): A box-like container transported by truck to a desired location for drop off. The container is moved from the bed of the delivery truck to the ground and back using a hydraulic metal framework or similar device as defined in Section 83-1 of the City Jackson Code of Ordnances. The Portable storage container may be utilized for a period not to exceed thirty days. On day thirty-one (31), the property owner shall be responsible for obtaining a valid permit from the City of Jackson Building Permit Division. Said permit shall expire on day 60 from original delivery date. Further, under no circumstances shall the POD remain on the premises for more than 60 days in a calendar year unless a valid building permit has been obtained prior to the expiration date of the POD permit. *(s 83-2 & 83-5 of the Jackson, MS Code of Ordnances*)

202.158 (b) Solar Energy Production Facility: A privately owned and operated energy generation facility that converts sunlight into electricity by multiple photovoltaic (PV) solar panels mounted on the ground and considered as a primary land use.

PROPOSED ZONING DISTRICT AMENDMENTS

- **That Article VII, Section 702.04.1 for permitted uses in the C-2 (Limited) Commercial District is hereby amended to read as follows:**

1. Any and all uses, except residential, permitted in C-1 and C-1A Restricted Commercial Districts.
2. Adult and child care centers.
3. Coin laundry and dry cleaning establishments
4. Commercial Banks, Savings Institutions and Credit Unions
5. Convalescent homes, assisted living facilities, personal care facilities and transitional housing all of which exceed thirteen (13) residents
6. **Electric Vehicle Charging Station**
7. Neighborhood shopping centers, retail convenience stores, and personal services. No single tenant shall occupy more than 40,000 square feet.
8. Restaurant, Fast-food & Neighborhood
9. ~~Restaurants, Neighborhood~~.
9. Retail Stand
10. Transient Vendors in Neighborhood Shopping Centers – when located completely indoors. Outdoor display of merchandise is prohibited.

- **That Article VII, Section 702.05.1(a) for uses which may be permitted as a Use Permit in the C-3 (General) Commercial District is hereby amended to read as follows:**

NOTE: Items 1-27 and the content language for these items shall remain the same.

The following Use Permits are permitted provided they are established in accordance with the procedures and provisions of this Ordinance.

28. Solar Energy Production Facility

- **That Article VII, Section 702.05.02 for C-3 (General) Commercial District regulations is hereby amended to read as follows:**

NOTE: Items 1-22 and the content language for these items shall remain the same.

23. Solar Energy Production Facilities shall have/be:

1. **a minimum lot size of fifteen (15) vacant acres and a maximum lot size of twenty-five (25) vacant acres;**
2. **a minimum perimeter area of 1% or as determined by the Site Plan Review or other relevant agencies;**
3. **a maximum height of fifteen (15) feet for the solar array and related buildings;**
4. **a security fence with a minimum height of six feet to discourage unauthorized entry. The fence location and maximum height shall comply with the requirements of Section 1102-A;**
5. **clearly visible warning signs shall be placed on the fence and/or site perimeter advising of potential high voltage hazards;**
6. **prior to preliminary site plan approval or construction plan the applicant shall submit proof of notice to the utility company that operates the power grid where the solar energy production facility will be located of the intent to develop an interconnected power generation facility;**

7. **prior to site construction plan approval, the applicant shall submit proof of an executed interconnection agreement with the public utility or other written proof of an agreement with the public utility that construction can proceed;**
8. **considered abandoned after a one-year period without energy production;**
9. **all energy production and transmission equipment and appurtenances removed within 120 days of abandonment by the operator of the facility and the property owner;**
10. **a decommissioning plan submitted with the Use Permit application for the proposed site; and**
11. **the Use Permit shall be renewed annually and subsequent owners of a solar energy production facility at the location must apply for and receive a new Use Permit.**

- **That Article VIII, Section 802.01.1(a) Uses Permitted in the I-1 (Light) Industrial District as Use Permits is hereby amended to read as follows:**
  1. Adult and Child Care Center/Commercial, as an accessory use.
  2. Animal Shelters
  3. Commercial Communication Towers
  4. Distillery
  5. Microbrewery
  6. **Solar Energy Production Facility**
  7. Wrecker Services

- **That Article VIII, Section 802.02.1 Uses Permitted in the I-2 (Heavy) Industrial District is hereby amended to read as follows:**
  1. Any use permitted in I-1 Light Industrial District, except adult arcades, adult bookstores, adult cabarets, adult entertainment establishments, adult motels, or adult motion picture theaters
  2. Animal Shelters
  3. Commercial Communication Towers
  4. Distillery
  5. Heavy manufacturing and processing plants, provided however, that these plants are not dangerous to other industrial uses by virtue of explosion and fire hazards, and have not been declared a nuisance in any court of record
  6. Heavy industrial uses that possess a hazard potential, but not necessary in support of other industrial activities, may be permitted, following review of site plan to ensure that maximum measures were taken to protect other industries that may be located in the area and land uses adjacent to the industrial district. Such determination shall be made by the Site Plan Review Committee, assisted by other departments and agencies of the City as required.
  7. Mining, quarrying, and other extractive industries
  8. Recycling plants
  9. Small craft brewery
  10. **Solar Energy Production Facility (Regulations shall be the same as the C3 Regulations)**

- **That Article X-A, Section 1003-A for uses permitted as Use Permits in the Special Use District (SUD) is hereby amended to read as follows:**
  1. Animal Shelters
  2. Commercial Communication Towers
  3. Community Recreational Center
  4. **Electric Vehicle Charging Station**
  5. ***Solar Energy Production Facility***
  6. Vendor Park

- **That Article X-A, for regulations in the Special Use District (SUD) is hereby amended to read as follows:**

***1007-A* Solar Energy Production Facility Regulations:**

1. **The minimum lot size for a solar energy production facility shall be fifty-five (55) vacant acres**
2. **A minimum perimeter area of 1 % or as determined by the Site Plan Review or other relevant agencies**
3. **The maximum height for a solar array and related building shall be fifteen (15) feet**
4. **Ground-mounted facilities shall be enclosed with a security fence with a minimum height of six feet to discourage unauthorized entry. The fence location and maximum height shall comply with the requirements of Section 1102-A.**
5. **Clearly visible warning signs shall be placed on the fence and/or site perimeter advising of potential high voltage hazards.**
6. **Prior to preliminary site plan approval or construction plan the applicant shall submit proof of notice to the utility company that operates the power grid where the solar energy production facility will be located of the intent to develop an interconnected power generation facility.**
7. **Prior to site construction plan approval, the applicant shall submit proof of an executed interconnection agreement with the utility or other written proof of an agreement with the utility that construction can proceed.**
8. **A solar energy production facility shall be considered abandoned after a one-year period without energy production.**
9. **The operator of the facility and property owner shall be responsible for removing all energy production and transmission equipment and appurtenances within 120 days of abandonment.**
10. **A decommissioning plan must be submitted with the Use Permit application**
11. **The Use Permit shall be renewed annually and subsequent owners of a solar energy production facility at the location must apply for and receive a new Use Permit.**

- **That Article XII, Section 1203-A for items requiring a Site Plan is hereby amended to read as follows:**

1. Adult entertainment establishments
2. All development to be located within C-4, Central Business District; Old Capitol Green, OCG; UV, Urban Village District; UTC, Urban Town Center District; NMU-1, Neighborhood Mixed Use, Pedestrian Oriented; CMU-1, Community Mixed Use, Pedestrian Oriented; High Street Overlay District; Fondren/North State St. Overlay District; the Corridor 80 (C80) District and Zoo/West Capital Street Overlay District.
3. All Uses requiring a Use Permit
4. Banks with drive-through windows
5. Brewpub
6. Convenience Type Grocery Stores
7. Dairying and animal husbandry on sites of not less than one (1) acre
8. Demolitions and redevelopment within C-1A Districts
9. Developments of five (5) acres or more
10. Distillery
11. **Electric Vehicle Charging Station**
12. Fast food restaurants with drive-through windows
13. ~~Private Kennels~~ Kennel **for Household** Pets
14. Medical Cannabis Related Businesses
15. Modular Commercial Buildings
16. Multi-family development including condominiums
17. Other special cases and projects that may be brought to the Committee's attention by the City Council, the Planning Director, Zoning Administrator, or Planning Board
18. Nightclubs
19. Planned Unit Developments
20. Private Stables
21. Produce Stands
22. Public utilities facilities and structures required to provide essential public services
23. Residential subdivisions or re-subdivisions of property
24. Restaurants
25. Commercial Communications Towers
26. Small Craft Brewery

27. Service Stations
28. **Solar Energy Production Facility**
29. Retail Stand
30. Structures in excess of forty-five (45) feet in height
31. Substantial remodeling or additions that:
- affect existing off-street parking;
- change the land use of the building(s) involved; or
- increase the square footage of existing non-residential structures fifteen (15) percent or more.

32. Vendor Park

- **That Article XII-A, Section 1108 -A for off-street parking requirements is hereby amended to read as follows:**

NOTE: Items 1-23 and the content language for these items shall remain the same.

24. **Electric Vehicle Charging Station- Free standing EVC stations shall have one for every two (2) charging bays and a minimum of one handicapped space. Convenience Type Grocery Stores may count a charging bay towards the required number of parking spaces**
25. Elementary schools – two (2) per classroom, plus one (1) for each sixty (60) square feet of gross floor area in the auditorium or assembly hall; plus, one (1) for each three hundred (300) square feet of general office space and bus parking.
26. Funeral parlor and mortuary – one (1) for each one hundred fifty (150) square feet of gross floor area.
27. Furniture Store – one (1) for each five hundred (500) square feet of gross floor area.
28. General office – one (1) for each three hundred (300) square feet of gross floor area.
29. Health Club/Fitness Center – ten (10) spaces, plus one (1) space per each two hundred (200) square feet of gross floor area.
30. High school- eight (8) per classroom plus one (1) for each sixty (60) square feet of gross floor area in the auditorium or assembly hall plus one (1) for each three hundred (300) square feet of general office space and bus parking.
31. Hospital – two and one-half (2 ½) per bed. A bassinet is not a bed.
32. Hotel **to include extended stay**, inn or motel – one (1) per guest room with one (1) for each thirty (30) square feet of gross floor area of the auditorium or assembly space.
33. Library, museum or art gallery – one (1) for each four hundred (400) square feet of gross floor area.
34. Live/Work Units – two (2) for each dwelling unit plus one (1) per 200 square feet of retail floor area.
35. Manufacturing or other industrial use – one (1) per motor vehicle used and based, for operational purposes, upon the premises; plus
A. For the first twenty thousand (20,000) square feet of gross floor area, one (1) for each seven hundred fifty (750) square feet of gross floor area; plus
B. For any amount over twenty thousand (20,000) square feet of gross floor area, but less than one hundred twenty thousand (120,000) square feet of gross floor area, one (1) for each additional one thousand five hundred (1,500) square feet of gross floor area; plus
C. For any amount over one hundred twenty thousand (120,000) square feet of gross floor area, one for each additional three thousand (3,000) square feet of gross floor area.
36. Medical or dental office – one (1) for each two hundred fifty (250) square feet of gross floor area.
37. Middle Schools - three (3) per classroom, plus one (1) for each sixty (60) square feet of gross floor area in the auditorium or assembly hall; plus, one (1) for each three hundred (300) square feet of general office space and bus parking.
38. Mini-Warehouse – five (5) spaces.
39. Mobile/manufactured home subdivision and park – two (2) per unit.
40. Movie Theater – one (1) for each five (5) seats.
41. Multi-family with three (3) or more dwelling units – two (2) per dwelling unit.
42. Quick Print facility – one (1) per four hundred (400) square feet of gross floor area.
43. Recreational Vehicle Park- one (1) guest parking space for every ten (10) RV spaces. One (1) parking space shall be provided for each shift employee and shall be conspicuously

labeled as such. One (1) covered parking space shall be provided for a caretaker's residence, where applicable.

44. Residential School – one and one half (1.5) per student living on campus and for persons living in faculty or personnel housing

45. Restaurant, nightclub, bar, adult entertainment establishment – one (1) for each seventy-five (75) square feet of gross floor area.

46. Retail store – one (1) for each two hundred fifty (250) square feet of gross floor area.

47. Single-family or two-family dwelling – two (2) per dwelling unit.

a. For dwelling units containing less than six hundred (600) square feet in a project without any accessory building or use such as, but not limited to, a party house, tennis court, or swimming pool – one and one-half (1 ½) per dwelling unit.

48. Skating rink - one (1) for each one hundred (100) square feet of gross floor area.

49. Swimming pool – one (1) for each fifty (50) square feet of water surface; plus, one for each thirty (30) square feet of gross floor area used for spectator seating purposes.

50. Swimming pool, indoor – one (1) for each one hundred (100) square feet of water surface; plus, one (1) for each thirty (30) square feet of gross floor area used for spectator seating purposes.

51. Tennis or racquetball facility – two (2) per court.

52. Townhouse and zero lot line – two (2) per dwelling unit.

53. Warehousing, truck terminal and supply house – one (1) per motor vehicle used in the business and based, for operational purposes, upon the premises; plus

a. For the first twenty thousand (20,000) square feet of gross floor area, one (1) for each thousand (1,000) square feet of gross floor area; plus

b. For any amount over twenty thousand (20,000) feet of gross floor area but less than one hundred twenty thousand (120,000) square feet, one (1) per each additional five thousand (5,000) square feet of gross floor area; plus, For any amount over one hundred twenty thousand (120,000) square feet of gross floor area, one ((1) for each additional ten thousand (10,000) square feet of gross floor area.

That this Ordinance shall be in force and effect thirty (30) days after passage and after publication of the same by the petitioner.

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

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

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

Cancelled Special Exceptions\Use Permits – No Action Required:

(Ward 2) C-UP 4223 – Vishal Kumar S. Patel – 972 Beasley Rd. (Parcel 709-361-8)

- C-UP was granted to Vishal Kumar S. Patel on Oct 16, 2023 to allow for an extended stay hotel within a C-3 (General) Commercial District.

- Cancellation was based upon non-response and from the grantee by the deadline date of October 8, 2024.

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

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
4145 Ward 7 C-UP	YANA Club of MS, Inc.	Parcel #52-10 on Northview Dr. Jackson, MS	Accessory Off-Street Parking Lot	10/18/2021
4187 Ward 1 C-UP	Osama Nasser	1039 E County Line Rd. Suite 102 Jackson, MS	Tobacco Paraphernalia Retail Business	10/17/2022
SE–4225 Ward 4	Ernest King Jr.	526 Eden Downs Rd. Jackson, MS 39209	Privately Owned Horse Facility\Stable	10/16/2023
SE – 4097 Ward 1	Lakeita F. Rox-Love	5375 Red Fox Rd. Jackson, MS 39206	Professional (Real Estate) Office	09/21/20
C-UP 4179 Ward 5	Terrence Brent, Sr.	540 Raymond Rd. – Suite 2 Jackson, MS 39202	General Restaurant	9/19/22

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.

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

– – – – – – – – – – – – – –

Council Member Hartley moved; seconded by **President Lindsay** to remove and table Case Number **C-UP 4179** from the Special Exceptions and Use Permit order until the November 18, 2024, Regular Zoning Council Meeting. The motion prevailed by the following vote:

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

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Thereafter, **President Lindsay** 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
4145 Ward 7 C-UP	YANA Club of MS, Inc.	Parcel #52-10 on Northview Dr. Jackson, MS	Accessory Off-Street Parking Lot	10/18/2021
4187 Ward 1 C-UP	Osama Nasser	1039 E County Line Rd. Suite 102 Jackson, MS	Tobacco Paraphernalia Retail Business	10/17/2022

SE–4225 Ward 4	Ernest King Jr.	526 Eden Downs Rd. Jackson, MS 39209	Privately Owned Horse Facility\Stable	10/16/2023
SE – 4097 Ward 1	Lakeita F. Rox-Love	5375 Red Fox Rd. Jackson, MS 39206	Professional (Real Estate) Office	09/21/20

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, Grizzell, Hartley and Lindsay.
Nays – None.
Absent – 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 22, 2024. At 3:25 p.m., the Council stood adjourned.

PREPARED BY:

_____
CLERK OF COUNCIL

APPROVED:

_____,_____
COUNCIL PRESIDENT DATE

_____
MAYOR

ATTEST:

_____
CITY CLERK

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

19

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 22, 2024, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Brian Grizzell, Council Vice President, Ward 4; Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6 (via teleconference). Directors: Chokwe Antar Lumumba, Mayor; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: None.

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

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The invocation was offered by **Pastor Ronald K. Moore of Stronger Hope M. B. Church, Ward 2.**

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

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The following announcements were provided to open the meeting:

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The following individual provided public comments during the meeting:

- **Nkemdili Lewis** expressed concerns regarding Kings Highway.
- **Luke McClinton** expressed concerns regarding property damage in Meadow Oak Subdivision.
- **Ali Mohanta** expressed concerns about the demolition of Hotel O.
- **Addie Green** expressed concerns about downtown parking meters.
- **David L. Archie** expressed concerns about downtown parking meters.

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Note: Council Member Stokes joined the meeting during the discussion.

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President Lindsay requested that Agenda Item No. 25 be moved forward on the Agenda. Hearing no objections, the following was discussed:

DISCUSSION: Thalia Mara Hall: President Lindsay recognized **Emad Al Turk, Waggoner Engineering**, who provided an update on the repair progress of Thaila Mara Hall. **Mr. Turk** explained that an evaluation of the environmental assessment by a third party was completed along with the assessment of the only bid received by the city to remediate the facility. The remediation process was not fully complete due to missing elements such as identifying asbestos, lead and additional mold that was not included in the report. Additional issues were also addressed which included repairing the roof, plumbing, and drainage along with receiving a second chiller. The State Fire Marshall requested the replacement of the fire curtain which contains asbestos. They do not foresee any issues with having the repairs completed by January 2025 as long as the funds are available.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISESS, LLC FOR THE DEMOLITION AND CLEANING OF PRIVATE PROPERTY LOCATED AT 237 S. PRENTISS ST. PARCEL 126-6-1 WHICH CONSTITUTES A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 AND IN ACCORDANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, on May 7, 2024, 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 December 19, 2023; and

WHEREAS, the Community Improvement Division of the Planning and Development Department placed an advertisement requesting qualified vendors, performing services related to the remedying of conditions on property adjudicated to be a menace to public health, safety, and welfare, to submit bids on a CDBG funded project; and

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the best bid and through its representative, Robert Love, agreed to demolish 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; and clean curbside to remedy conditions constituting a menace to public health and welfare for parcels listed in the bid package titled CDBG Demo Project 5: Parcel 126-6-1 for the sum of $12,521.25; and

WHEREAS, Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer; and

WHEREAS, If the vendor fails to complete the work within the contract time or extension of time granted by the City, then the vendor may be required to pay to the City the amount of $50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents; and

WHEREAS, Four Seasons Enterprises, LLC has a principal office address 5822 Canton Park Dr., Jackson, MS 39211.

IT IS, **THEREFORE**, **ORDERED** that the Mayor is authorized to execute a contract and related documents with Four Seasons Enterprises, LLC to demolish 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; and clean curbside to remedy conditions for property located at 237 S. Prentiss St., Jackson, Mississippi 39209.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $12,521.25 shall be paid to Four Seasons Enterprises, LLC for the services provided from CDBG funds budgeted for the Division.

Vice President Grizzell moved adoption; **President Lindsay** seconded.

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

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

ORDER ACCEPTING PAYMENT OF $102,226.00 FROM BERKLEY SOUTHEAST INSURANCE COMPANY ON BEHALF OF THEIR INSURED SOUTHERN BEVERAGE COMPANY AS A VEHICLE DAMAGE SETTLEMENT.

WHEREAS, on November 18,2023 a Southern Beverage Company vehicle hit the rear of an E-ONE 683 fire truck parked on Robinson Street; and

WHEREAS, the E-ONE fire is a 2006 pumper truck; and

WHEREAS, Sunbelt Fire provided a repair estimate as follows: (1) Parts - $253,168.92 (2) Labor $53,268.50 (3) Shop - $1,158.30 and (4) Freight - $4,500; and

WHEREAS, Risk Management requested a Pre-Accident value estimate of the 2006 E-ONE Pumper from Fenton Fire and was advised that a 2006 E-ONE Pumper 1250/500 had a pre-accident fair market value of between $50,000 and $60,000; and

WHEREAS, Berkley Southeast Insurance Company also had the 2006 E-One Fire Truck evaluated and received a report indicating that the fair market value of the vehicle undamaged is $103,226.00; and

WHEREAS, the Jackson Fire Department has indicated that it would like to maintain possession of the truck; and

WHEREAS, Berkley Southeast Insurance is amendable to allowing the City of Jackson to retain possession of the truck subject to the reasonable sum of $1,000.00 being deducted for salvage value; and

WHEREAS, the amount to be paid by Berkley Southeast Insurance would be $102,226.00 also includes the deduction for the salvage value; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the payment of $102,226.00 from Berkley Southeast Insurance Company to resolve the claim.

IT IS, HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City's claim against Southern Beverage Company may be compromised for the sum of $102,226.00, and the City Attorney or Risk Manager may execute documents necessary for receiving the property damage payment, including but not limited to a Release if required by Southern Beverage Company.

IT IS, HEREBY ORDERED that the authority contained within this order is limited to resolving the City's claim against Southern Beverage Company for the property damage to the E-One 2006 pumper fire truck.

Vice President Grizzell moved adoption; **President Lindsay** seconded.

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

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APPROVAL OF THE SEPTEMBER 24, 2024 REGULAR CITY COUNCIL MEETING MINUTES.

Vice President Grizzell moved adoption; **President Lindsay** seconded.

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

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APPROVAL OF THE SEPTEMBER 25, 2024 SPECIAL CITY COUNCIL MEETING MINUTES.

Vice President Grizzell moved adoption; **President Lindsay** seconded.

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

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APPROVAL OF THE OCTOBER 8, 2024 REGULAR COUNCIL MEETING MINUTES.

Vice President Grizzell moved adoption; **President Lindsay** seconded.

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

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APPROVAL OF THE OCTOBER 15, 2024 SPECIAL CITY COUNCIL MEETING MINUTES.

Vice President Grizzell moved adoption; **President Lindsay** seconded.

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

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President Lindsay requested that Agenda Item No. 16 and 14 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

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ORDER RATIFYING THE PROCUREMENT OF TOWING SERVICES BY THE MUNICIPAL GARAGE FROM HALL'S TOWING SERVICE, INC. AND AUTHORIZING PAYMENTS TO SAID VENDOR.

WHEREAS, the Municipal Garage Division of the Department of Public Works had need of certain towing services for City vehicles; and

WHEREAS, due to exigent circumstances, the procurement of these necessary services was done without prior approval of the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the towing services set forth in certain invoices attached hereto were provided to the Department of Public Works, Municipal Garage Division, and the towing services have been performed.

IT IS, THEREFORE, ORDERED that the procurement of the towing services set forth in the attached invoices is hereby ratified.

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

HALL'S TOWING SERVICE $11,620.00

Total $11,620.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
11/02/22	491561

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Ford Ranger White
LOC: Metrocenter ,Jackson,MS
DES: City Garage ,Jackson,MS
INFO: pt705

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
12/21/22	493013

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

VIN: 318591
LOC: 1583 East County Line Rd ,Jackson,MS
DES: Coj Garge ,Jackson,MS

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
12/28/22	493035

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Dodge Dakota White Pickup Truck
VIN: 606269
LOC: City Garage,Jackson,MS
DES: A1 Tranmission Terry Rd,Jackson,MS

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

TT-815

Invoice

DATE	INVOICE #
12/29/22	493044

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2015 Chevrolet Colorado White Pickup Truck
VIN: FZ159844
LOC: Behind The Hood Building ,Jackson,MS,City Vehicles Parking Lot
DES: Coj Shop,Jackson,MS
INFO: #TT815
Owner: Randy Spell

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
01/18/23	493958

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Sport Utility Vehicle
VIN: KC645227
LOC: 810 Cooper Road,Jackson,MS,Precient 1
DES: JPD City Garage,Jackson,MS

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
10/04/21	476717

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Chevrolet Impala
VIN: K9103354
LOC: 209 S Galitain,Jackson,MS
DES: crime Lab,Jackson,MS

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$65.00	$65.00
1	Fuel Adjustment Charge	$10.00	$10.00
		Sub Total ($):	$75.00
		Tax ($):	$0.00
		Total ($):	$75.00
		Payments ($):	$0.00
		Total Due:	$ 75.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
10/08/21	476682

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Nissan Titan Black
VIN: 4N514958
LOC: Sedgwick Dr. Westbrook Rd.,Jackson,MS
DES: City Impound,Jackson,MS

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$65.00	$65.00
1	Fuel Adjustment Charge	$10.00	$10.00
		Sub Total ($):	$75.00
		Tax ($):	$0.00
		Total ($):	$75.00
		Payments ($):	$0.00
		Total Due:	$ 75.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
10/10/21	476685

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Chevrolet Caprice Blue
VIN: SR109396
LOC: 1623 Fontain Ave.,Jackson,MS
DES: City Impound,Jackson,MS

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$65.00	$65.00
1	Fuel Adjustment Charge	$10.00	$10.00
		Sub Total ($):	$75.00
		Tax ($):	$0.00
		Total ($):	$75.00
		Payments ($):	$0.00
		Total Due:	$ 75.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
06/08/22	485640

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2013 Honda Accord Blue
VIN: DA035834
LOC: 851 Woodbury Rd,Jackson,MS
DES: Jackson Police Crime Lab,Jackson,MS

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$65.00	$65.00
1	Fuel Adjustment Charge	$10.00	$10.00
		Sub Total ($):	$75.00
		Tax ($):	$0.00
		Total ($):	$75.00
		Payments ($):	$0.00
		Total Due:	$ 75.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
03/28/24	507005

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2019 Dodge Durango White Sport Utility Vehicle
G82865 MS VIN: 1C4RDHFG7KC645227
LOC: 121 Riley Dr,Jackson,MS
DES: City Garage,Jackson,MS

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
08/03/23	499962

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2016 RAM Ram 2500 White Crew Cab
G71242 MS VIN: 3C6TR5CT0GG125373
LOC: 3876 Terry Road,Jackson,MS,Revell
DES: City Garage,Jackson,MS
Owner: Steve

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
11/03/23	502077

Municipal Garage

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Ford F-250 Flatbed
VIN: 93652
LOC: 4102 Will O Run Dr,Jackson,MS
DES: City Garage,Jackson,MS
INFO: PT677

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$50.00	$50.00
1	Fuel Adjustment Charge	$35.00	$35.00
		Sub Total ($):	$85.00
		Tax ($):	$0.00
		Total ($):	$85.00
		Payments ($):	$0.00
		Total Due:	$ 85.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
08/29/23	500907

Publications

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2018 Nissan Sentra White Four Door
G80266 MS VIN: 3N1AB7AP8JY285723
LOC: 1278 Coopers wells Rd,raymond,MS
DES: 4225 Michael Avalon Street,Jackson,MS,City Garage
INFO: pc1851

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
12.00 Mile(s)	Light Duty Mileage Charge	$1.75/Mile	$21.00
		Sub Total ($):	$66.00
		Tax ($):	$0.00
		Total ($):	$66.00
		Payments ($):	$0.00
		Total Due:	$ 66.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

MV-17
Kai Williams

Invoice

DATE	INVOICE #
08/24/21	474698

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Dodge Caravan
VIN: 281187
LOC: Metro Center Parking Lot,Jackson,MS,Water Dept
DES: City Of Jackson Shop,Jackson,MS,Michael Avalon Drive
ODO: 0

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
08/24/23	500587

PEG (Mayors Office)

Bill To Pubic Education Government

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2012 Dodge Ram 1500 Van White Van
G61419 MS VIN: 2C4JDGAG9CR281187
LOC: Metro Center Precint 2,Jackson,MS
DES: City Garage,Jackson,MS
INFO: mv0017

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Police

Invoice

DATE	INVOICE #
10/19/22	490825

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Ford Explorer Black Sport Utility Vehicle
VIN: B38269
LOC: 409 C Lindale Street,Clinton,MS,Across From YMCA
DES: City Of Jackson Garage,Jackson,MS
INFO: SUV68
Owner: Randy Spell

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
02/16/23	494872

Police
PC-1722

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2005 Ford Taurus Blue Four Door
G58040 MS VIN: 1FAFP53UX5A131512
LOC: Herrin Gear Chevrolet ,Jackson,MS,On High St
DES: 4225 Michael Avalon St Suite
C,Jackson,MS,COJ Garage
INFO: #1722

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
01/26/23	493989

Police

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Dodge Durango
VIN: 645233
LOC: City Garage,Jackson,MS
DES: 5634 Terry Road,Byram,MS,JC Paint And Body
INFO: SUV110

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Police

Invoice

DATE	INVOICE #
01/25/23	493987

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2019 Dodge Durango
VIN: KC646226
LOC: COJ Garage ,Jackson,MS
DES: 5439 I-55 S,Byram,MS,JC Auto Body And Pain
INFO: SUV102
Owner: Randy Spell

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$50.00	$50.00
9.00 Mile(s)	Light Duty Mileage Charge	$1.75/Mile	$15.75
1	Fuel Adjustment Charge	$20.25	$20.25
1	Admin Fee	$9.00	$9.00
		Sub Total ($):	$95.00
		Tax ($):	$0.00
		Total ($):	$95.00
		Payments ($):	$0.00
		Total Due:	$ 95.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Police

Invoice

DATE	INVOICE #
01/25/23	493986

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2018 Ford Taurus White
VIN: 5G114572
LOC: Coj Garage ,Jackson,MS
DES: A1 Transmission,Jackson,MS
INFO: #PC1893
Owner: Randy Spell

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Police
Mwrap Swat Vehicle
TK-0906

Invoice

DATE	INVOICE #
12/21/22	492431

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

LOC: Pistol Range McDowell Rd,Jackson,MS
DES: B&C Equipment ,Star,MS

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Specialized Transport - Flat Rate	$325.00	$325.00
1	Fuel Adjustment Charge	$100.00	$100.00
2.00 Hour(s)	Lift Trailor/Equipment	$200.00/Hour	$400.00
1	Fuel Adjustment Charge	$100.00	$100.00
		Sub Total ($):	$925.00
		Tax ($):	$0.00
		Total ($):	$925.00
		Payments ($):	$0.00
		Total Due:	$ 925.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Police

Invoice

DATE	INVOICE #
10/28/22	491362

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2014 Ford Explorer Black
VIN: 838269
LOC: Sidwell Rd & East Broadwater Rd @ Bryondale Estates,Jackson,MS
DES: Coj Garage,Jackson,MS
INFO: #SUV67
Owner: Terry

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

1040
SW-182

Invoice

DATE	INVOICE #
10/24/22	490682

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2021 Dodge Durango White
VIN: MC640829
LOC: City Garage,Jackson,MS
DES: Mac Haik Dodge I55,Jackson,MS
INFO: suv182

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
11/08/23	503001

Police

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2018 Ford Taurus White Four Door
G81033 MS VIN: 1FAHP2MK6JG112709
LOC: City Garage,Jackson,MS,See Service Guys For Keys
DES: Mr Trannission,Jackson,MS
INFO: PC1856

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
10/31/23	502561

Police

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Dodge Durango
VIN: 307804
LOC: 810 Cooper Road,Jackson,MS,JPD Pirecinct 1
DES: 4225 Michael Avalon Street,Jackson,MS,JPD City Garage
INFO: SUV140
Owner: Steve Williams

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
08/16/23	500556

Police

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2015 Chevrolet Colorado Extended Cab
G69470 MS VIN: 1GCHSAEA4F1153326
LOC: City Garage,Jackson,MS
DES: Coleman Taylor Transmission,Jackson,MS
ODO: 84076
INFO: pt819
Owner: See Steve For Keys

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
08/09/23	500180

Police

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2005 Ford Taurus Blue Four Door
G58040 MS VIN: 1FAFP53UX5A131512
LOC: 327 E Pasgoulia St ,Jackson,MS
DES: City Of Jackon Garage ,Jackson,MS
INFO: #PC1277
Owner: Steve Williams

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
08/06/23	499483

Police

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2014 Ford Explorer Black Sport Utility Vehicle
VIN: 1FM5K8AR3EGB38265
LOC: 531 North Lake Dr,Brandon,MS
DES: City Of Jackson Garage,Jackson,MS

SUV 64

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$50.00	$50.00
21.00 Mile(s)	Light Duty Mileage Charge	$1.75/Mile	$36.75
1	Fuel Adjustment Charge	$26.25	$26.25
1	Admin Fee	$12.00	$12.00
		Sub Total ($):	$125.00
		Tax ($):	$0.00
		Total ($):	$125.00
		Payments ($):	$0.00
		Total Due:	$ 125.00

Invoice

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

DATE	INVOICE #
02/22/23	495026

Police

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2014 Ford Explorer Black Sport Utility Vehicle
WHA1743 MS VIN: 1FM5K8AR3EGB38265
LOC: Congress St Side Of Police HQ,Jackson,MS
DES: City Garage,Jackson,MS
ODO: 179,522

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Invoice

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Police

DATE	INVOICE #
02/14/24	505194

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2023 Dodge Durango White Sport Utility Vehicle
G95976 MS VIN: 1C4RDJFG5PC587837
LOC: 2304 Riverside Drive,Jackson,MS,Building To Left Unmarked
DES: ~~Mac Haik~~ North,Jackson,MS
INFO: SUV208
Owner: ~~Steve~~ Williams

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Invoice

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

TC-63
LANDFILL

DATE	INVOICE #
09/29/22	489923

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Case Bulldozer
LOC: B&C Equipment,Star,MS
DES: Landfill ,Byram,MS
INFO: 850

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Specialized Transport - Flat Rate	$275.00	$275.00
1	Fuel Adjustment Charge	$100.00	$100.00
1	MS Blanket Permit	$25.00	$25.00
		Sub Total ($):	$400.00
		Tax ($):	$0.00
		Total ($):	$400.00
		Payments ($):	$0.00
		Total Due:	$ 400.00

Invoice

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

TC-65
LANDFILL

DATE	INVOICE #
08/26/22	489060

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Kubota Excavator
LOC: B&C Equipment,Star,MS
DES: City Water Yard,Jackson,MS
INFO: KX080

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Specialized Transport - Flat Rate	$275.00	$275.00
1	Fuel Adjustment Charge	$75.00	$75.00
		Sub Total ($):	$350.00
		Tax ($):	$0.00
		Total ($):	$350.00
		Payments ($):	$0.00
		Total Due:	$ 350.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

TK-778
LANDFILL

Invoice

DATE	INVOICE #
01/31/23	493732

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2015 Freightliner M Class White
G69220 MS VIN: FHGH6707
LOC: Sylvester St And Woody Dr,Jackson,MS
DES: Clarke Power,Richland,MS
INFO: T778

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Heavy Duty Towing Charge	$130.00	$130.00
1	Drive Shaft - Remove/Replace	$50.00	$50.00
1	Fuel Adjustment Charge	$45.00	$45.00
		Sub Total ($):	$225.00
		Tax ($):	$0.00
		Total ($):	$225.00
		Payments ($):	$0.00
		Total Due:	$ 225.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

LANDFILL

Invoice

DATE	INVOICE #
12/27/22	493210

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2011 Freightliner M Class White Roll Off
VIN: AZ5686
LOC: NB Frontage Rd Between Byram And Elton Rd ,Jackson,MS
DES: Clarke Paper ,Richland ,MS
INFO: TK727
Owner: Randy Snell

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Heavy Duty Towing Charge	$100.00	$100.00
13.00 Mile(s)	Heavy Duty Mileage Charge	$4.00/Mile	$52.00
1	Drive Shaft - Remove/Replace	$50.00	$50.00
1	Fuel Adjustment Charge	$61.00	$61.00
1	Admin Fee	$26.50	$26.50
		Sub Total ($):	$289.50
		Tax ($):	$0.00
		Total ($):	$289.50
		Payments ($):	$0.00
		Total Due:	$ 289.50

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Landfill

Invoice

DATE	INVOICE #
12/28/22	493036

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Ford Escape White
VIN: AKP81958
LOC: Industrial Dr @ Hawkins Field,Jackson,MS,Traffic Maint
DES: City Garage,Jackson,MS
INFO: SUV0052

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

TC-65

Landfill

Invoice

DATE	INVOICE #
11/18/22	491720

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Volvo Excavator
LOC: Scott Equipment,Jackson,MS
DES: Landfill,Byram,MS
INFO: 350EL

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Specialized Transport - Flat Rate	$250.00	$250.00
1	Fuel Adjustment Charge	$75.00	$75.00
1	MS Blanket Permit	$25.00	$25.00
		Sub Total ($):	$350.00
		Tax ($):	$0.00
		Total ($):	$350.00
		Payments ($):	$0.00
		Total Due:	$ 350.00

Invoice

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

TC-68 LANDFILL

DATE	INVOICE #
11/04/22	491022

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Volvo Excavator
LOC: Landfill,Byram,MS
DES: Scott Equipment,Jackson,MS
INFO: 350EL

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Specialized Transport - Flat Rate	$275.00	$275.00
1	Fuel Adjustment Charge	$75.00	$75.00
		Sub Total ($):	$350.00
		Tax ($):	$0.00
		Total ($):	$350.00
		Payments ($):	$0.00
		Total Due:	$ 350.00

Invoice

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

LANDFILL

DATE	INVOICE #
11/01/22	491128

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2016 Kenworth T300
VIN: 118586
LOC: Kenworth,Richland,MS
DES: COJ Yard,Jackson,MS
INFO: TK787

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Heavy Duty Towing Charge	$165.00	$165.00
1	Fuel Adjustment Charge	$10.00	$10.00
		Sub Total ($):	$175.00
		Tax ($):	$0.00
		Total ($):	$175.00
		Payments ($):	$0.00
		Total Due:	$ 175.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

TC-75 Landfill

DATE	INVOICE #
11/23/22	491047

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Volvo Excavator
LOC: Scott Equipment ,Jackson,MS
DES: City Water Yard,Jackson,MS
INFO: 140

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Specialized Transport - Flat Rate	$250.00	$250.00
1	Fuel Adjustment Charge	$75.00	$75.00
		Sub Total ($):	$325.00
		Tax ($):	$0.00
		Total ($):	$325.00
		Payments ($):	$0.00
		Total Due:	$ 325.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
02/15/24	505200

Landfill

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2008 Ford Ranger White Club Cab
G48175 MS VIN: 1FTYR14U78PB00255
LOC: I-55 South @ Elton Road Exit,Jackson,MS
DES: COJ Garage,Jackson,MS
INFO: PT655
Owner: Steve Williams

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Invoice

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

DATE	INVOICE #
11/08/23	503002

Land Fill

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2015 RAM Ram 2500 White Crew Cab
G91971 MS VIN: 3C6TR5CT8FG537281
LOC: COJ Yard,Jackson,MS,Check With Garage For Key
DES: Coleman Taylor Trans Hwy 80,Jackson,MS
INFO: PT802

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Medium Duty Towing Charge	$55.00	$55.00
1	Fuel Adjustment Charge	$30.00	$30.00
		Sub Total ($):	$85.00
		Tax ($):	$0.00
		Total ($):	$85.00
		Payments ($):	$0.00
		Total Due:	$ 85.00

Invoice

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

DATE	INVOICE #
11/06/23	502640

Land Fill

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2008 Ford Ranger White Club Cab
G48175 MS VIN: 1FTYR14U78PB00255
LOC: COJ Yard,Jackson,MS,Check With Garage For Key
DES: Delta Muffler,Jackson,MS
INFO: PT655

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
08/31/23	500917

Land Fill

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2015 RAM Ram 2500 White Crew Cab
G91971 MS VIN: 3C6TR5CT8FG537281
LOC: 6810 I-55 S Frontage Rd,Byram ,MS
DES: City Garage ,Jackson,MS
Owner: Elon

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
08/31/23	500916

Land Fill

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2014 Dodge 2500 White Pickup Truck
G68773 MS VIN: 3C6TR5CT7GF537286
LOC: 6810 I-55 S Frontage Rd,Byram ,MS
DES: City Garage ,Jackson,MS
INFO: 603
Owner: Elon

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
08/30/23	500912

Land Fill

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

White Pickup Truck
G48175 MS VIN: 1FTYR14U78BP00255
LOC: 4943 Clinton Blvd,Jackson,MS,Behind Fire Station
DES: City Of Jackson Shop,Jackson,MS
INFO: PT655
Owner: James

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
08/02/23	499583

Land Fill

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

John Deere Yellow Bulldozer
LOC: Landfill,Byram,MS
DES: B&C Equipment,Star,MS
INFO: 850

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Specialized Transport - Flat Rate	$275.00	$275.00
1	Fuel Adjustment Charge	$75.00	$75.00
1	MS Blanket Permit	$25.00	$25.00
1	Admin Fee	$35.00	$35.00
		Sub Total ($):	$410.00
		Tax ($):	$0.00
		Total ($):	$410.00
		Payments ($):	$0.00
		Total Due:	$ 410.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
02/08/23	494702

Traffic Engineering

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2005 Dodge Ram 2500 White Pickup Truck
VIN: 5G859089
LOC: Traffic Enforcement Inside Hawkins Field
,Jackson,MS
DES: City Garage,Jackson,MS
INFO: TK662
Owner: Randy Snell

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
11/07/23	502645

Traffic

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2005 Dodge Ram 2500 White Pickup Truck
G34365 MS VIN: 3D7KR26D15G840320
LOC: Traffic Engenering,Jackson,MS,Hawkins Field
DES: Mac Haik Dodge,Jackson,MS
INFO: TK657

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
11/07/23	502428

Traffic

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Ford F-550 Bucket Truck
VIN: C99283
LOC: City Garage,Jackson,MS
DES: 120 Autobahn Loop,Gluckstadt,MS,Barnett's Body Shop
INFO: TK751
Owner: Steve Williams

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Heavy Duty Towing Charge	$100.00	$100.00
23.00 Mile(s)	Heavy Duty Mileage Charge	$3.50/Mile	$80.50
1	Drive Shaft - Remove/Replace	$50.00	$50.00
1	Fuel Adjustment Charge	$70.50	$70.50
1	Admin Fee	$30.00	$30.00
		Sub Total ($):	$331.00
		Tax ($):	$0.00
		Total ($):	$331.00
		Payments ($):	$0.00
		Total Due:	$ 331.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
08/14/23	500128

Traffic

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Forklift
VIN: AT82002570
LOC: B&C,Star,MS
DES: Industrial Dr. And Boling St.,Jackson,MS,Traffic Maintenance
INFO: F-10
Owner: Randy

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$100.00	$100.00
1	Fuel Adjustment Charge	$36.50	$36.50
1	Admin Fee	$13.50	$13.50
		Sub Total ($):	$150.00
		Tax ($):	$0.00
		Total ($):	$150.00
		Payments ($):	$0.00
		Total Due:	$ 150.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
01/03/23	492826

BED

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2012 Freightliner M Class Dump Truck
VIN: 821001
LOC: Poplar Blvd And Peachtree Street,Jackson,MS
RET: ~~Chet's~~ Power,Richland,MS
INFO: TK737
Owner: ~~Randy~~ Spell

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Heavy Duty Towing Charge	$100.00	$100.00
1	Fuel Adjustment Charge	$50.00	$50.00
1	Heavy Duty Towing Charge	$100.00	$100.00
10.00 Mile(s)	Heavy Duty Mileage Charge	$3.50/Mile	$35.00
1	Fuel Adjustment Charge	$40.00	$40.00
1	Admin Fee	$17.50	$17.50
		Sub Total ($):	$342.50
		Tax ($):	$0.00
		Total ($):	$342.50
		Payments ($):	$0.00
		Total Due:	$ 342.50

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
08/19/22	487542

TC-67 BED

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Kubota Excavator
LOC: 291 Country Estates Rd,Florence,MS
DES: City Garage,Jackson,MS

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Specialized Transport - Flat Rate	$275.00	$275.00
1	Fuel Adjustment Charge	$75.00	$75.00
		Sub Total ($):	$350.00
		Tax ($):	$0.00
		Total ($):	$350.00
		Payments ($):	$0.00
		Total Due:	$ 350.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
01/23/24	504622

B&D

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

1998 Ford White Tractor / Trailer
VIN: A05960
LOC: Hwy 80 & Gallatin St ,Jackson,MS
DES: Clarke Power,Richland ,MS
INFO: #TK473
Owner: Joseph

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Heavy Duty Towing Charge	$100.00	$100.00
5.00 Mile(s)	Heavy Duty Mileage Charge	$4.50/Mile	$22.50
1	Drop Trailor Fee	$50.00	$50.00
1	Drive Shaft - Remove/Replace	$50.00	$50.00
1	Fuel Adjustment Charge	$67.50	$67.50
1	Admin Fee	$30.00	$30.00
		Sub Total ($):	$320.00
		Tax ($):	$0.00
		Total ($):	$320.00
		Payments ($):	$0.00
		Total Due:	$ 320.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
11/20/23	503308

B&D

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2011 Ford F-250 Black Pickup Truck
LOC: 4225C Michael Avalon ,Jackson,MS,City Of Jackson Shop
DES: 1804 Hwy 80 ,Jackson,MS,Coleman Taylor Transmissions
INFO: #PT726
Owner: Steve

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$50.00	$50.00
2.00 Mile(s)	Light Duty Mileage Charge	$1.75/Mile	$3.50
1	Fuel Adjustment Charge	$23.00	$23.00
1	Admin Fee	$8.50	$8.50
		Sub Total ($):	$85.00
		Tax ($):	$0.00
		Total ($):	$85.00
		Payments ($):	$0.00
		Total Due:	$ 85.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
08/10/23	500183

B&D

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2012 Ford F-350 Super Duty Gold Crew Cab
G61100 MS VIN: 1FT8W3A64CEC31965
LOC: City Garage,Jackson,MS
DES: A-1 Lock And Safe,Jackson,MS
INFO: Tk or pp 761
P/T 761

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Medium Duty Towing Charge	$65.00	$65.00
1	Fuel Adjustment Charge	$10.00	$10.00
		Sub Total ($):	$75.00
		Tax ($):	$0.00
		Total ($):	$75.00
		Payments ($):	$0.00
		Total Due:	$ 75.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
04/04/24	506981

Paved Streets

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Kubota Orange Farm Tractor
VIN: 30314
LOC: City Of Jackson Garage
DES: Deviney Equipment ,Jackson,MS
INFO: 1207

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$65.00	$65.00
		Sub Total ($):	$65.00
		Tax ($):	$0.00
		Total ($):	$65.00
		Payments ($):	$0.00
		Total Due:	$ 65.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
02/23/24	505624

Paved Streets

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

LOC: State St & Boyd St ,Jackson,MS
DES: Winched Up Onto A Trailer ,Jackson,MS
INFO: 346179
Owner: Keith Mack

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Heavy Duty Towing Charge	$270.00	$270.00
1	Fuel Adjustment Charge	$80.00	$80.00
1	Admin Fee	$35.00	$35.00
		Sub Total ($):	$385.00
		Tax ($):	$0.00
		Total ($):	$385.00
		Payments ($):	$0.00
		Total Due:	$ 385.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
10/25/23	501081

PAVED Street

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Ford F-350 Dump Truck
LOC: I-55 North At High Street Exit,Jackson,MS
DES: City Of Jackson Garage,Jackson,MS
INFO: TK768
Owner: Steve Williams

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Medium Duty Towing Charge	$65.00	$65.00
1	Admin Fee	$20.00	$20.00
		Sub Total ($):	$85.00
		Tax ($):	$0.00
		Total ($):	$85.00
		Payments ($):	$0.00
		Total Due:	$ 85.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
12/15/23	503870

Park Maintenance

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2010 Ford F-350 Pickup Truck
VIN: B15430
LOC: 658 South Jefferson St ,Jackson,MS,Custodial Services
DES: COJ Shop ,Jackson,MS
INFO: PT700
Owner: Steven

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Medium Duty Towing Charge	$65.00	$65.00
1	Fuel Adjustment Charge	$20.00	$20.00
		Sub Total ($):	$85.00
		Tax ($):	$0.00
		Total ($):	$85.00
		Payments ($):	$0.00
		Total Due:	$ 85.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

WATER

Invoice

DATE	INVOICE #
11/04/22	491388

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2015 Chevrolet Silverado Grey
VIN: FD154803
LOC: City Garage,Jackson,MS
DES: Gray-Daniels Chevrolet,Jackson,MS
INFO: PT816
Owner: Randy Spell

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

WATER

Invoice

DATE	INVOICE #
11/26/22	492317

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2012 Ford F-350 Super Duty Blue Crew Cab
G61095 VIN: 1FD8W3C67CEC31967
LOC: 5103 Meadow Oaks Park dr,Jackson,MS
DES: City Garage ,Jackson,MS
INFO: pt762

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Medium Duty Towing Charge	$65.00	$65.00
1	Fuel Adjustment Charge	$20.00	$20.00
		Sub Total ($):	$85.00
		Tax ($):	$0.00
		Total ($):	$85.00
		Payments ($):	$0.00
		Total Due:	$ 85.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

WATER

Invoice

DATE	INVOICE #
10/12/22	489797

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2010 Dodge Dakota White Pickup Truck
VIN: 8S606269
LOC: City Of Jackson Shop,Jackson,MS
DES: A1 Transmission ,Jackson,MS
INFO: #PT724
Owner: Randy Spell

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

WATER

Invoice

DATE	INVOICE #
10/18/22	490921

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Kubota Tractor
LOC: 1023 Deviney Drive,Raymond,MS,Deviney Equipment / See Bobby
DES: City Garage,Jackson,MS
INFO: T221

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Medium Duty Towing Charge	$62.50	$62.50
1	Fuel Adjustment Charge	$22.50	$22.50
		Sub Total ($):	$85.00
		Tax ($):	$0.00
		Total ($):	$85.00
		Payments ($):	$0.00
		Total Due:	$ 85.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

WATER

Invoice

DATE	INVOICE #
10/19/22	490951

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2011 International 4400 White Flatbed
VIN: AH232429
LOC: Tri State ,Jackson,MS,See Tiffany
DES: Coj Garage ,Jackson,MS
INFO: TK722
Owner: Randy Spell

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Heavy Duty Towing Charge	$100.00	$100.00
1	Fuel Adjustment Charge	$75.00	$75.00
		Sub Total ($):	$175.00
		Tax ($):	$0.00
		Total ($):	$175.00
		Payments ($):	$0.00
		Total Due:	$ 175.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

WATER

Invoice

DATE	INVOICE #
10/19/22	491102

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2011 International 4400 White Tractor
VIN: 232428
LOC: Tri State ,Jackson,MS,See Tiffany
DES: Cpi Garage ,Jackson,MS
INFO: #TK720
Owner: Rimdy Spell

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Heavy Duty Towing Charge	$100.00	$100.00
1	Fuel Adjustment Charge	$65.00	$65.00
		Sub Total ($):	$165.00
		Tax ($):	$0.00
		Total ($):	$165.00
		Payments ($):	$0.00
		Total Due:	$ 165.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Sewer

Invoice

DATE	INVOICE #
03/17/23	495769

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2016 Freightliner Dump Truck
VIN: GU4062
LOC: 4735 Old Canton Rd,Jackson,MS
DES: Empire,Richland,MS
INFO: TK782
Owner: Willie Roach

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Heavy Duty Towing Charge	$100.00	$100.00
9.00 Mile(s)	Heavy Duty Mileage Charge	$3.50/Mile	$31.50
1	Fuel Adjustment Charge	$39.50	$39.50
1	Admin Fee	$19.00	$19.00
		Sub Total ($):	$190.00
		Tax ($):	$0.00
		Total ($):	$190.00
		Payments ($):	$0.00
		Total Due:	$ 190.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
03/15/23	495649

Sewer

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

LOC: Deviney,Clinton,MS
DES: COJ Garage,Jackson,MS,Sewer Yard

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$50.00	$50.00
8.00 Mile(s)	Light Duty Mileage Charge	$1.75/Mile	$14.00
1	Fuel Adjustment Charge	$19.00	$19.00
1	Admin Fee	$8.00	$8.00
		Sub Total ($):	$91.00
		Tax ($):	$0.00
		Total ($):	$91.00
		Payments ($):	$0.00
		Total Due:	$ 91.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Water

Invoice

DATE	INVOICE #
12/11/22	491991

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

1999 International White Dump Truck
G90232 MS VIN: YH245237
LOC: Micheal Avlon ,Jackson,MS
DES: Water Yard ,Jackson,MS
INFO: tk900

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Heavy Duty Towing Charge	$150.00	$150.00
5.00 Mile(s)	Heavy Duty Mileage Charge	$3.50/Mile	$17.50
1	Drive Shaft - Remove/Replace	$50.00	$50.00
1	Fuel Adjustment Charge	$21.25	$21.25
1	Credit Card Fee	$21.25	$21.25
		Sub Total ($):	$260.00
		Tax ($):	$0.00
		Total ($):	$260.00
		Payments ($):	$0.00
		Total Due:	$ 260.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

WATER

Invoice

DATE	INVOICE #
12/15/22	492421

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Kubota Excavator
LOC: Deviney Equipment,Jackson,MS,See Bobby
DES: Water Yard,Jackson,MS

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Specialized Transport - Flat Rate	$250.00	$250.00
1	Fuel Adjustment Charge	$75.00	$75.00
		Sub Total ($):	$325.00
		Tax ($):	$0.00
		Total ($):	$325.00
		Payments ($):	$0.00
		Total Due:	$ 325.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

WATER

Invoice

DATE	INVOICE #
12/15/22	493001

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Ford F-150
VIN: BS606269
LOC: Rainey Road & Cooper Road,Jackson,MS
DES: City Of Jackson Shop,Jackson,MS
INFO: PT724
Owner: Randy Spell

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

WATER

Invoice

DATE	INVOICE #
12/27/22	492435

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Volvo Excavator
LOC: Scott Equipment,Jackson,MS
DES: Water Yard,Jackson,MS
INFO: EC140

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Specialized Transport - Flat Rate	$250.00	$250.00
1	Fuel Adjustment Charge	$75.00	$75.00
1	Admin Fee	$37.50	$37.50
		Sub Total ($):	$362.50
		Tax ($):	$0.00
		Total ($):	$362.50
		Payments ($):	$0.00
		Total Due:	$ 362.50

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

TK-704
Water

Invoice

DATE	INVOICE #
12/29/22	493045

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2010 Ford Ranger White Pickup Truck
VIN: APA68318
LOC: Metro Center Mall,Jackson,MS
DES: Coj Shop,Jackson,MS
INFO: #TT704
Owner: Randy Spell

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
1	Fuel Adjustment Charge	$0.00	$0.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
04/04/23	496413

Information Systems

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Chevrolet Malibu
VIN: 91197750
LOC: Court Street And S West Street,Jackson,MS,Behind Thalia Mara Hall
DES: City Garage ,Jackson,MS
PC 1522

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
03/30/23	496311

Information Systems

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2011 Ford E-150 White Van
G57057 MS VIN: 1FTNE1EW5BDA94530
LOC: 2320 Riverside Dr ,Jackson,MS,Communication Office
DES: 4225 Michael Avalon Street,Jackson,MS,City Garage
INFO: TK733

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Invoice

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

DATE	INVOICE #
07/21/23	499727

Parks

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2011 Ford F-350 Super Duty Crew Cab
G55134 MS VIN: 1FT8W3A63BEB15428
LOC: City Impound,Jackson,MS
DES: Mr Transmission ,Jackson,MS
INFO: PT699

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Medium Duty Towing Charge	$65.00	$65.00
1	Fuel Adjustment Charge	$20.00	$20.00
		Sub Total ($):	$85.00
		Tax ($):	$0.00
		Total ($):	$85.00
		Payments ($):	$0.00
		Total Due:	$ 85.00

Invoice

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

SUV-88
JATRAN

DATE	INVOICE #
12/09/22	492673

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2018 Chevrolet Tahoe Black
WAA0002 VIN: 1GNLCDKCOJR22892
LOC: TomBigbee St ,Jackson,MS,County Parking Lot
DES: city Garage,Jackson,MS
INFO: #88

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
04/19/23	496571

Jatran

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Forklift
LOC: Metro Center @ Old Dillards,Jackson,MS
DES: Jatran,Jackson,MS
INFO: A00597416
Owner: Randy

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$60.00	$60.00
1	Fuel Adjustment Charge	$25.00	$25.00
		Sub Total ($):	$85.00
		Tax ($):	$0.00
		Total ($):	$85.00
		Payments ($):	$0.00
		Total Due:	$ 85.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
04/19/23	496774

Jatran

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Forklift
LOC: Jatran,Jackson,MS
DES: B&C Equipment,Florence,MS

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$65.00	$65.00
18.00 Mile(s)	Light Duty Mileage Charge	$2.00/Mile	$36.00
1	Fuel Adjustment Charge	$34.00	$34.00
1	Admin Fee	$15.00	$15.00
		Sub Total ($):	$150.00
		Tax ($):	$0.00
		Total ($):	$150.00
		Payments ($):	$0.00
		Total Due:	$ 150.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Care & Maint.

Invoice

DATE	INVOICE #
01/17/23	493953

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2008 Ford F-250 White
VIN: 8RD033053
LOC: Jefferson St Across From WLBT,Jackson,MS
DES: Delta Muffler ,Jackson,MS

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
11/20/23	503407

Care & Maintenance

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2011 Ford F-250 Super Duty White Pickup Truck
G57438 MS VIN: 1FDBF2A63BEC53580
LOC: 4225C Michael Avalon ,Jackson,MS,City Of Jackson Shop
DES: 6130 I 55 North Frontage Rd,Jackson,MS,Mac Haik Ford
INFO: #PT745

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
01/19/23	493960

Care & maint.

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2008 Ford F-250
VIN: 8ED33005
LOC: Yard On Jefferson Street,Jackson,MS
DES: Delta Muffler,Jackson,MS,State Street
PT 650

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
01/24/23	493977

Care & maint.

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Ford F-250 Pickup Truck
VIN: EED33007
LOC: Jefferson St,Jackson,MS
DES: Delta Muffler,Jackson,MS
INFO: PT651

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

CARE AND MAINT.

Invoice

DATE	INVOICE #
02/08/23	494701

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2015 Jeep Patriot White
VIN: ED870692
LOC: 509 E Pearl Street,Jackson,MS,city Employee Parking Lot
DES: City Garage,Jackson,MS
INFO: SUV74

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Light Duty Towing Charge	$45.00	$45.00
		Sub Total ($):	$45.00
		Tax ($):	$0.00
		Total ($):	$45.00
		Payments ($):	$0.00
		Total Due:	$ 45.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

WATER

Invoice

DATE	INVOICE #
11/03/22	491601

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

2012 Ford F-450 Super Duty Green Chassis/Cab G60001 MS VIN: 1FD0W4GT9CEA59444
LOC: 6020 I 55 Frontage Rd,Jackson,MS,Behind The Cracker Barrel
DES: 1332 Old Brandon Rd ,Flowood,MS,Jackson Powertrain
INFO: #TK742

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Heavy Duty Towing Charge	$100.00	$100.00
1	Fuel Adjustment Charge	$25.00	$25.00
		Sub Total ($):	$125.00
		Tax ($):	$0.00
		Total ($):	$125.00
		Payments ($):	$0.00
		Total Due:	$ 125.00

Halls Towing Service
1161 Weems Street
Jackson, MS 39208
Phone: 601-939-3932
Fax: 601-939-0609

Invoice

DATE	INVOICE #
02/16/23	493592

Bill To

City Of Jackson
Box 17
Jackson, MS 39205

Call Information

Kubota Excavator
LOC: Devinney Equip,Clinton,MS
DES: Sewer Yard,Jackson,MS
INFO: Kx080

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Specialized Transport - Flat Rate	$275.00	$275.00
1	Fuel Adjustment Charge	$100.00	$100.00
1	Admin Fee	$37.50	$37.50
		Sub Total ($):	$412.50
		Tax ($):	$0.00
		Total ($):	$412.50
		Payments ($):	$0.00
		Total Due:	$ 412.50

Vice President Grizzell moved adoption; **President Lindsay** seconded.

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President Lindsay recognized **Sharon Thames**, **Deputy Chief Financial Officer**, who provided a brief overview of said item.

– – – – – – – – – – – – – –

After a thorough discussion, **President Lindsay** called for a vote on said item:

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

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

ORDER AMENDING AN ORDER PREVIOUSLY APPROVED ON JULY 2, 2024, TO CORRECT A SCRIVENER'S ERROR; RATIFYING PAYMENTS MADE PURSUANT TO SAID ORDER; AND AUTHORIZING THE PAYMENT OF SEVERAL INVOICES RELATED TO THE HOSTING OF FITNESS CLASSES AT PARHAM BRIDGES PARK.

WHEREAS, on July 2, 2024, the City Council approved an "Order Ratifying and Authorizing the Mayor to Accept Professional Fitness Instruction Services from Bridgett Brooks and Natascha Donald and Authorizing Payment for Same"; and

WHEREAS, due to a Scrivener's error, the July 2 Order mistakenly authorized the payment of Forty-Five Dollars ($45.00) per session to Bridgett Brooks (d/b/a Beastcore Fitness) and Natasha Donald for fitness instruction at Parham Bridges Park; and

WHEREAS, the July 2 Order should have authorized Sixty-Five Dollars ($65.00) per session to Bridgett Brooks (d/b/a Beastcore Fitness) and Natascha Donald for fitness instruction at Parham Bridges Park. No other items need to be amended in the previous Order; and

WHEREAS, after the Scrivener's error was detected, the Department of Parks and Recreation put a hold on the payments until said error could be corrected; and

WHEREAS, during that time Parks and Recreation received four (4) invoices for fitness instruction classes performed at Parham Bridges Park since the payments were put on hold. As such, Parks and Recreation is requesting payment authorization as follows:

Natascha Donald			
Description	**Unit Price**	**Qty**	**Total**
Fitness Classes (9/23/24 – 10/5/24)	**$65**	**8**	**$520.00**
Fitness Class (10/07/2027)	**$65**	**1**	**$65.00**
Total			
Bridgett Brooks (d/b/a Beastcore Fitness)			
Description	**Unit Price**	**Qty**	**Total**
Fitness Classes (9/23/24 – 10/5/24)	**$65**	**8**	**$520.00**
Fitness Class (10/07/2027)	**$65**	**1**	**$65**
Total			

WHEREAS, it is in the best interests of the City that the previous Order discussed above be amended to reflect the proper cost of individual fitness instruction classes from Forty-Five Dollars ($45.00) per class to Sixty-Five Dollars ($65.00) per class; that all payments made pursuant to the previous Order be ratified, and that authorization be given to make payments to Natascha Donald and Bridgett Brooks (d/b/a Beastcore Fitness) pursuant to the invoices listed in the table above.

IT IS, THEREFORE ORDERED that the Order previously approved by the City Council on July 2, 2024, titled "Order Ratifying and Authorizing the Mayor to Accept Professional Fitness Instruction Services from Bridgett Brooks and Natascha Donald and Authorizing Payment for Same" is hereby amended to reflect a charge of Sixty-Five Dollars ($65.00) per fitness class taught.

IT IS, FURTHER ORDERED that all payments to either Natascha Donald or Bridgett Brooks (d/b/a Beastcore Fitness) made pursuant to the previous Order are hereby ratified.

IT IS, FURTHER ORDERED that payment in the amount of $585.00 is authorized to pay the invoices submitted by Natascha Donald, and payment in the amount of $585.00 is authorized to pay the invoices submitted by Bridgett Brooks (d/b/a Beastcore Fitness).

IT IS, FURTHER ORDERED that the Mayor is authorized to execute any agreement(s) and/or any other document(s) that might be needed to effectuate this Order.

Vice President Grizzell moved adoption; **Council Member Hartley** seconded

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

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

ORDER APPROVING CLAIMS NUMBER 30856 to 30921 APPEARING AT PAGES 55 TO 78 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF $8,047,820.72 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 30856 to 30921 appearing at pages 55 to 78, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of $8,047,820.72 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	1,922,943.20
TECHNOLOGY FUND	72,079.35
PARKS & RECR. FUND	85,330.20
BUSINESS IMPRO FUND (LANDSCP)	4.17
LANDFILL/SANITATION FUND	2,045,981.57
STATE TORT CLAIMS FUND	22,103.29
WATER/SEWER OP & MAINT FUND	30.99
REPAIR & REPLACEMENT FUND	25,000.00
DISABILITY RELIEF FUND	285,671.98
EMPLOYEES GROUP INSURANCE FUND	165,674.15
PAYROLL FUND	214.45
EMERGENCY SHELTER GRANT (ESG)	18,860.00
UNEMPLOYMENT COMPENSATION REVO	2,444.05
H O P W A GRANT – DEPT. OF HUD	1,069.91
TITLE III AGING PROGRAMS	618.33
1% INFRASTRUCTURE TAX	178,128.84
TRANSPORTATION FUND	995,580.07
JXN CONVENTION & VISITORS BUR	287,200.41
2018 TIF BOND $1.7M – WESTIN	1,750.00
2018 TIF BOND $4.6M – EASTOVER	2,000.00
2015 A/B G.O. REFUNDING	340,506.26
MHC BLIGHT ELIMINATION PROGRAM	15,435.00
MODERNIZATION TAX	52,910.95
SIEMENS SETTLEMENT ACCOUNT	17,667.48
PLANNING AND DEV GRANTS	8,820.00
CDBG COVID CARES	2,693.90
PARKS & RECS GRANTS	1,040.00
ZOOLOGICAL PARK	22,307.08
2019 7M NOTE	1,171,950.00
DFA – THALIA MARA HALL $2M	229,171.80
NLC – MUNICIPAL REIMAGINING COMM	1,601.66
BELHAVEN COMMUNITY IMPROVEMENT	16,291.89
2022 CRIME GUN INTEL GRANT	5,215.00
2022 COPS MICROGRANT	1,780.74
GF SIEMENS SETTLEMENT ACCOUNT	47,744.00
TOTAL	**$8,047,820.72**

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

– – – – – – – – – – – – – –

President Lindsay recognized **Sharon Thames**, **Deputy Chief Financial Officer,** who provided a brief overview of the larger claims at the request of **President Lindsay.**

– – – – – – – – – – – – – –

After a thorough discussion, **President Lindsay** called for a vote on said item:

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

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 30856 TO 30921 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 30856 to 30921 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of $93,384.10 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

IT IS FINALLY ORDERED that the following expenditures from the accounts payable fund be made in order to pay amounts transferred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

FROM:	**TO ACCOUNTS PAYABLE FUND**	**TO PAYROLL FUND**
GENERAL FUND		1,459,738.82
PARKS & RECR FUND		84,568.32
LANDFILL FUND		8,486.40
SENIOR AIDES		3,712.45
WATER/SEWER OPER & MAINT		59,595.17
PAYROLL	$93,384.10	
HOUSING COMM DEV		5,143.96
TITLE III AGING PROGRAMS		6,086.99
TRANSPORTATION FUND		15,739.80
PEG ACCESS-PROGRAMMING FUND		5,480.92
2020 SAKI GRAND DOJ		7,434.55
ZOOLOGICAL PARK		27,438.27
NLC-MUNICIPAL REIMAGINING COMM		4,142.69
TOTAL		**$1,687,568.34**

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

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

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

ORDER AMENDING THE DECEMBER 19, 2023 ORDER OF THE COUNCIL WHICH AUTHORIZED THE MAYOR TO EXECUTE A CONTRACT WITH DELTA DENTAL TO CORRECT THE DESCRIPTION OF THE PLANS THAT WERE OFFERED.

WHEREAS, on December 19, 2023, an Order was submitted to the governing authorities which requested that the mayor be authorized to execute an agreement with Delta Dental to provide dental coverage for municipal employees and their dependents; and

WHEREAS, a contract was authorized, and the action is recorded in Minute Book 6Y at Pages 628-630; and

WHEREAS, the Order recorded in Minute Book 6Y at Pages 628-630 indicated that Gold, Silver, and Platinum Plans would be offered; and

WHEREAS, the Gold Plan was erroneously included in the Order; and

WHEREAS, the contract was not presented to the mayor for execution because of the error; and

WHEREAS, the Plans which were offered by Delta Dental to employees and their dependents were Platinum and Silver;

WHEREAS, no employees were enrolled in the Gold Plan; and

WHEREAS, eligible participants were either enrolled in either the Platinum or Silver Plan offered by Delta Dental; and

WHEREAS, no prejudice will result from amending the order recorded in Minute Book 6Y at Pages 628-630 because all premiums for dental coverage are paid by the employee; and

WHEREAS, the contract will be executed by the mayor once this Order correcting the previous order is approved; and

WHEREAS, the best interest of the City of Jackson would be served by approving the correction of the previous order to state the actual plans offered by Delta Dental;

IT IS, HEREBY ORDERED that the December 19, 2023 order recorded in Minute Book 6Y at Pages 628-630 is corrected to show that the Plans offered by Delta Dental for the period January 1, 2024 through December 31, 2025 are as follows:

Delta Dental PPO Plan 1 - (Platinum)			
	Delta Dental PPO Dentist	**Delta Dental Premier Dentist**	**Non-Delta Dental Dentist**
Basis for Member Cost Sharing	PPO Contracted Fees	Premier Contracted Fees	80th Percentile
Benefits			
Diagnostic & Preventive	100%	100%	100%
Sealants	100%	100%	100%
Space Maintainers	100%	100%	100%
Basic Restorative	80%	80%	80%
Oral Surgery	80%	80%	80%
Simple Extractions	80%	80%	80%
Endodontics	80%	80%	80%
Surgical Periodontics	80%	80%	80%
Non-Surgical Periodontics	80%	80%	80%
Major Restorative	80%	80%	80%
Prosthodontics-Fixed & removable	80%	80%	80%
Denture Repair, Reline, Rebase	80%	80%	80%
Implants	80%	80%	80%
Orthodontics – Child	50%	50%	50%
Orthodontics – Adult	Not Covered	Not Covered	Not Covered
TMJ	Not Covered	Not Covered	Not Covered
Contract Type	**Non-Retention (Non-Participating)**		
Contract Term	**01/01/2024 to 12/31/2025**		

		Guaranteed					
Rate Effective Dates	**From**	01/01/2024					
	To	12/31/2025					
Enrollee only		$25.88					
Enrollee + Spouse		$56.51					
Enrollee + 1 Child		$56.51					
Enrollee + Children		$81.01					
Family (EE, Spouse, & Child(ren))		$81.01					

Delta Dental PPO Plan 2 - (Silver)			
	Delta Dental PPO Dentist	**Delta Dental Premier Dentist**	**Non-Delta Dental Dentist**
Basis for Member Cost Sharing	PPO Contracted Fees	Premier Contracted Fees	80th Percentile
Benefits			
Diagnostic & Preventive	100%	100%	100%
Sealants	100%	100%	100%
Space Maintainers	100%	100%	100%
Basic Restorative	80%	80%	80%
Oral Surgery	25%	25%	25%
Simple Extractions	50%	50%	50%
Endodontics	25%	25%	25%
Surgical Periodontics	25%	25%	25%
Non-Surgical Periodontics	25%	25%	25%
Major Restorative	25%	25%	25%
Prosthodontics-Fixed & removable	25%	25%	25%
Denture Repair, Reline, Rebase	25%	25%	25%
Implants	25%	25%	25%
Orthodontics – Child	Not Covered	Not Covered	Not Covered
Orthodontics – Adult	Not Covered	Not Covered	Not Covered
TMJ	Not Covered	Not Covered	Not Covered

Contract Type	**Non-Retention (Non-Participating)**
Contract Term	**01/01/2024 to 12/31/2025**

	Guaranteed		
Rate Effective Dates	**From**	01/01/2024	
	To	12/31/2025	
Enrollee only	$18.22		
Enrollee + Spouse	$39.72		
Enrollee + 1 Child	$39.72		
Enrollee + Children	$56.92		
Family (EE, Spouse, & Child(ren))	$56.92		

IT IS ORDERED that all terms and conditions of the previous order not specifically corrected in this order remain effective.

IT IS FINALLY ORDERED that the Mayor is authorized to execute an agreement consistent with this Order.

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

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

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

ORDER AUTHORIZING RENEWAL OF A CONTRACT WITH 3P BENEFITS SOLUTIONS, LLC TO SERVE AS ADMINISTRATOR OF A "CAFETERIA PLAN" FOR THE CITY OF JACKSON PURSUANT TO SECTION 125 OF THE INTERNAL REVENUE CODE, AND AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS RELATED TO THE PLAN YEAR, JANUARY 1, 2025 THROUGH DECEMBER 31, 2025.

WHEREAS, Section 125 of the Internal Revenue Code (IRC) provides for implementation of an Employee Benefits Plan, generally called a "Cafeteria Plan", which enables an employee to choose from a menu of certain eligible fringe benefits and to pay for said benefits with pre-tax dollars; and

WHEREAS, the City of Jackson provides or offers the Cafeteria Plan to its employees; and

WHEREAS, 3P Benefits was approved as a Cafeteria Administrator for the year 2024; and

WHEREAS, 3P Benefits Solutions, LLC is the administrator of the City's Cafeteria Plan pursuant to a contract; and

WHEREAS, the City of Jackson's contract with its current Cafeteria Plan Administrator, 3P Benefits Solutions, LLC expires on December 31, 2024; and

WHEREAS, 3P Benefit Solutions, LLC has been providing the Cafeteria Plan Administration Services at the following rates of: $1.00 per participant for those who do not participate in the flexible spending program but elect to shelter premiums paid for qualified plans and a fee of $1.50 per participant who participates in the flexible spending account programs; and

WHEREAS, 3P Benefits Solution has advised the Department of Human Resources that it is amenable to providing the same services without an increase in the rates or cost; and

WHEREAS, the Department of Human Resources contacted the Office of the State Auditor to inquire about 3P Benefits approval to serve as Cafeteria Administrator for the year 2025 and was advised that the list is not published until the spring but companies are rarely removed; and

WHEREAS, the Cafeteria Plan will commence prior to publication of the list of approved administrators by the State Auditor; and

WHEREAS, based upon the timeliness related to commencement of the Plan and 3P Benefit Solutions, LLC existing approval, the Department of Human Resources is recommending that a contract to provide the services be approved before the 2025 Plan Year commences on January 1, 2025; and

WHEREAS, the essential terms of the contract with 3P Benefits Solutions are as follows:

l. 3P Benefit Solutions, LLC shall:

a. Provide the following materials for the Plan: and election Form/Salary Reduction Agreement for the purpose of enrolling employees in the Plan, a Revocation/Change

Form to facilitate a change in election by an employee, a Termination/Change Form to facilitate a change in employment status, address, etc. and a Reimbursement Request Form for the employee.

b. Assume responsibility for timely processing of reimbursement requests for the reimbursement accounts under the Plan including the following: preparation of reimbursement checks or direct deposit upon submission of a completed claim form accompanied by required documentation, preparation of activity summary reports for contributions and expenditures on a periodic basis, and preparation of a change report which reflects pertinent status information.

c. Provide and Employment statement for Plan Participants, which includes year-to-date status reports for the spending participants.

d. Prepare necessary reports as required under Internal Revenue Service section 125 based on the designated Key employees provided by the Employer. The final responsibility for execution and filing of forms and documents shall remain the responsibility of Employer.

e. Do nothing to cause the Plan to fail to qualify under section 125 of the Internal Revenue Code.

2. The City shall:

a. Furnish reports representing transactions for the month for each eligible employee to 3P Benefit Solutions, LLC in a timely manner.

b. To the extent the Plan requires contribution and/or expenses by the City, timely pay such items in accordance with the terms of the Plan.

c. Provide necessary data for discrimination testing.

3. Reimbursement and Fees:

The City shall pay 3P Benefit Solutions, LLC, a fee for services based on one or more of the following schedules:

1.) A fee of $ 1.00 per participant for those employees who do not participate in the flexible spending programs but elect to shelter premiums paid for qualified plans.

2.) A fee of $ 1.50 per participant who participates in the flexible spending account programs.

Employees participating in the flexible spending accounts shall also be considered to be participants who shelter premiums for qualified plans. The fees are to be paid monthly from the time the employee becomes eligible until the end of the Plan Year or the employee's termination.

4. Liability:

The City is contracting with 3P Benefit Solutions, LLC for performance of the services listed above. 3P Benefit Solutions, LLC, does not receive premiums under this Agreement, provide insurance for the Plan or underwrite the liability of the City under the Plan. The City of Jackson retains the ultimate responsibility for claims made under the Plan and for all expenses incident to the Plan, except as specifically assumed in this Agreement by 3P Benefit Solutions, LLC.

WHEREAS, the best interest of the City of Jackson would be served by renewing its contract with 3P Benefits Solutions, LLC to administer a cafeteria plan for its employees.

IT IS, HEREBY ORDERED that, 3P Benefits Solutions, LLC, be designated as Administrator of the City's "Cafeteria Plan" for January 1, 2025 – December 31, 2025 Plan Year pursuant to Section 125 of the Internal Revenue Code, and that authority to execute the necessary agreements and documents relating to this matter be provided the mayor.

IT IS, FURTHER ORDERED that sums not exceeding the cost and rates previously stated may be paid to 3P Benefits Solutions, LLC for services provided and related to the administration of the Cafeteria Plan.

IT IS, FURTHER ORDERED that all administrative fees associated with the administration of the aforesaid Plan be paid.

IT IS, FINALLY ORDERED that said contract may be renewed for one additional year at the same cost if it is mutually agreeable to both the City and 3P Benefits Solutions, LLC.

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

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

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

ORDER RATIFYING AND ACCEPTING A GRANT FROM THE CENTER FOR WORKFORCE INCLUSION, INC., IN THE AMOUNT OF FOUR HUNDRED FORTY-EIGHT THOUSAND FORTY-SEVEN DOLLARS ($448,047.00) TO SUPPORT THE SENIOR AIDES PROGRAM FOR A TERM OF TWELVE MONTHS AND AUTHORIZING THE MAYOR TO EXECUTE ALL RELATED AND NECESSARY DOCUMENTS.

WHEREAS, the Employment Training Administration Division of Older Worker Programs, U.S. Department of Labor, awarded the Center for Workforce Inclusion, Inc. (Center) a Senior Community Service Employment Program (SCSEP) grant on August 11, 2024. This grant is authorized under Title V of the Older Americans Act of 1965, as amended; and

WHEREAS, the Center's SCSEP Program offers low-income older people paid community service and training as an entry into productive work. The SCSEP Program is intended to benefit eligible people who enroll and the community in which the program is located; and

WHEREAS, as a subgrantee of the Center, the City of Jackson Senior Services Division was awarded Four Hundred Forty-Eight Thousand Forty-Seven Dollars ($448,047.00) in federal funds. The City must provide Sixty-One Thousand Five Hundred and Forty-Nine Dollars ($61,549.00) in matching non-federal money. The City's money may be spent on additional participant wages and fringe benefits; on Program/Other Costs; on Administrative Costs up to a maximum of Thirty-Eight Thousand Six Hundred and Twenty-Three Dollars ($38,623.00); or any combination of the above; and

WHEREAS, the Department of Human and Cultural Services recommends that the Jackson City Council accept the Center's grant award and authorize the Mayor to execute all related and necessary documents including the Center's SCSEP Sponsor Agreement. Said Agreement commenced on July 1, 2024, and shall terminate on June 30, 2025; and

WHEREAS, the City will help the Center carry out the SCSEP program by enrolling at least sixty-two (62) eligible persons into part-time community service positions during the program period. To be eligible, the jobseekers must be low-income and must be fifty-five (55) years of age or older. The community service positions, hours, and rates of pay are set forth in the Older Americans Act; and

WHEREAS, the City must give priority enrollment to individuals who are veterans and eligible spouses of veterans, sixty-five (65) years of age or older; individuals who have a disability; individuals who have limited English proficiency or low literacy skills; individuals who reside in rural areas; individuals who have low employment prospects; individuals who have failed to find employment after utilizing services provided under Title I of the Workforce Innovation and Opportunity Act; and individuals who were formerly incarcerated, are homeless, or at risk for homelessness; and

WHEREAS, the Department of Human and Cultural Services will designate a program director who will oversee this grant on behalf of the City. The program director will coordinate with the Center to ensure that the City complies with the terms of the Agreement; and

WHEREAS, the City explicitly rejects that this Agreement shall be governed by and construed in accordance with the laws of the state of Maryland. The City will only be subject to the laws of the state of Mississippi; and

WHEREAS, it is in the best interests of the City that the City accept the Center's grant award to assist with finding temporary employment opportunities for the City's low income, older job seekers.

IT IS, THEREFORE ORDERED that the Center's grant award of Four Hundred Forty-Eight Thousand Forty-Seven Dollars ($448,047.00) is accepted. The Department of Human and Cultural Services is authorized to provide Sixty-One Thousand Five Hundred and Forty-Nine Dollars ($61,549.00) of non-federal matching funds to comply with the Center's PY2024 Workforce Inclusion Grant Agreement.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute the Center's Sponsor Agreement and any related documents that might be necessary to effectuate this Order. Said Agreement commenced on July 1, 2024, and will end on June 30, 2025.

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

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President Lindsay recognized **Connie Taylor, Manager of the Senior Services Division of Human and Cultural Services and Cassandra Warren, ADA Advisory Council Secretary,** who provided a brief overview of said item.

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

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS WITH KEEP JACKSON BEAUTIFUL, INC. IN THE AMOUNT OF $40,000, TO DEVELOP AND PROMOTE LITTER PREVENTION PROGRAMS AND ACTIVITIES IN THE CITY OF JACKSON FOR CALENDAR YEAR 2024.

WHEREAS, in 1984, Keep Jackson Beautiful, Inc., the local sponsor for the Keep America Beautiful System, partnered with the City of Jackson to develop and promote litter prevention programs and activities; and

WHEREAS, Senate Bill 2980, as passed the Senate, an act to reenact and amend Chapter 966, Local and Private Laws of 1999, as last amended by Chapter 904, Local and Private Laws of 2016, to authorize the governing authorities of the City of Jackson, Mississippi, to continue to pay Keep Jackson Beautiful, Inc., for its services in regard to a litter prevention program through calendar year 2026; and

WHEREAS, the staff recommends that the City of Jackson enter into an agreement with Keep Jackson Beautiful, Inc., to develop and promote the litter prevention and beautification program for calendar year 2024; and

WHEREAS, the substantive terms of the agreement are as follows:

(1) The City of Jackson will pledge up to Sixty Thousand Dollars ($60,000.00) to Keep Jackson Beautiful, Inc. for a period of one (1) year commencing October 2024 and ending September 2025.

(2) Payments shall be made payable to Keep Jackson Beautiful, Inc. upon submittal of appropriate invoices for a payment of Forty Thousand Dollars ($40,000.00), to be applied to the operational expenses of environmental programs and activities.

(3) Keep Jackson Beautiful, Inc. agrees that the City of Jackson, or its designee, may inspect during normal business hours any and all records, reports, books, ledgers and other documents maintained by Keep Jackson Beautiful, Inc. as part of, or in connection with, provided under the terms of this agreement.

(4) Keep Jackson Beautiful, Inc. shall prepare and submit an annual year-end report, including the year-end financial statements, and an affiliate summary report which includes volunteer involvement, environmental and economic impact.

(5) Petitions to the City of Jackson for future appropriations shall include – but not be limited to – information regarding organizational structure, descriptions of programs and activities and a detailed accounting of how the requested funds would be dispersed and shall be submitted no later than August of each year.

(6) Nothing in this Agreement shall be construed to mean that, by entering into this Agreement, Keep Jackson Beautiful, Inc. is, or shall become, the agent, employee or servant of the City of Jackson, Hinds County, Mississippi. The obligations of Keep Jackson Beautiful, Inc. imposed upon and accepted by it under the terms of this Agreement are the obligations of an independent contractor and all acts of Keep Jackson Beautiful, Inc. performed in compliance with or in furtherance of this Agreement shall be performed as an independent contractor.

WHEREAS, it is expressly understood and agreed that the obligation of the City of Jackson to proceed under the agreement being authorized by this Order is conditioned upon the appropriation of funds by the City Council and the receipt of funds; if the funds anticipated for the continuing fulfillment of the agreement being authorized by this Order are, at any time, not forthcoming or insufficient, either through the failure of the City of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate the agreement being authorized by this Order without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice; the effective date of termination shall be as specified in the notice of termination.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an annual agreement and related documents with Keep Jackson Beautiful, Inc., to develop and promote litter prevention programs and activities in the City of Jackson, Mississippi for calendar year 2024.

IT IS FURTHER ORDERED that payments in the amounts of $40,000.00 be made to Keep Jackson Beautiful, Inc., for said services.

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

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION AND THE CITY OF JACKSON FOR WOODROW WILSON RESURFACING FROM MILL STREET TO INTERSTATE 55 INCLUDING CONCRETE REPAIR AND REPLACEMENT, STP-7281-00(004) / 107549-701000/702000.

WHEREAS, the City of Jackson intends to resurface Woodrow Wilson from Mill Street to Interstate 55 including concrete repair and replacement (hereinafter referred to as the "Project"); and

WHEREAS, the Mississippi Transportation Commission is making available to the City fund for construction of the Project in an amount up to $2,970,350.00, plus funds in the amount of the negotiated contract for construction engineering and inspection; and

WHEREAS, the city and the Mississippi Transportation Commission desire to enter into a Memorandum of Agreement setting forth their respective duties and responsibilities with respect to the Project; and

WHEREAS, pursuant to the terms of the Memorandum of Agreement, the City agrees to fulfill the following responsibilities:

1. The LPA shall immediately designate a full-time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities, subject to the provisions of Paragraph 19 hereinbelow.

3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and/or the original electronic files in a format that is compatible with MicroStation prior to MDOT acceptance. Please confer with the District LPA Engineer for preference. For projects on routes funded by the Office of State Aid Road Construction (OSARC), the LPA must provide any requested documentation/ as-Built data requested by OSARC in the format found acceptable to OSARC. This must be done prior to MDOT acceptance.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld by MDOT for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal remedies.

5. The LPA shall follow and abide by all applicable federal requirements, specifically, but not limited to, the provisions that prohibit retainage being withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA, its consultant or its contractor(s) causes loss of federal funding from FHWA or any other source, or if any penalty is imposed by the United States of America or the State of Mississippi, by and through the Department of Environmental Quality, under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, then the LPA will be solely responsible for all additional fines, penalties or other costs that result from the acts or omissions of the LPA.

7. In compliance with State Law, the LPA shall timely pay all payments owed to contractors and consultants according to the terms of the respective contracts, and in all instances, payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

A. Payments to railroads, their consultants, or contractors, for work included in the Project, may be made by MDOT directly, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.

B. At its discretion, or in the event of the LPA failing to meet audit requirements, MDOT may choose to make direct partial payments to contractors from the federal funds available for the Project. Should MDOT choose this method of payment, the LPA is in no way relieved of its responsibility to pay all amounts due under its contract that are not covered by partial payments made directly by MDOT.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the amount of available federal and state funds for the Project.

9. All contracts and subcontracts shall include a provision for compliance with the Mississippi Employment Protection Act as codified in Sections 71-11-1 and 71-11-3 of the Mississippi Code of 1972, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings, other public events, and any other public information or media resources by notifying MDOT's Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the appropriate Transportation Commissioner, the Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that the Project must follow a schedule that meets MDOT guidelines, and a failure to do so may result in the funds allocated to the Project being rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts previously paid to the LPA by MDOT. MDOT's guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Advertisement Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to the Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld, and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced as part of, or in conjunction with, this Project shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this project by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer assigned to the Project by the consulting engineering firm, or the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of the Commission or MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans, specifications, addenda, or supplemental agreements, as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted and the provisions of paragraph 7 B (page 3) will no longer apply.

18. On or before October 31 of each year from the date of this agreement until the Project is completed, the LPA must provide a report to MDOT as required by as required by code section 27-104-351 of the Mississippi Code of 1972, detailing the expenditures of state funds and the intended expenditures of state funds not spent.

19. The LPA agrees that the Commission, by and through MDOT, will select and negotiate, and fund a contract that will procure the services of an engineering consultant to perform construction engineering and inspection services on behalf of the of the LPA, until the construction contract terms are fulfilled, and that the fees and expenses of the CE&I contract shall be paid from available federal and state funds allocated to the project. Any cost of the CE&I contracts above and beyond the originally negotiated contract amount will be the responsibility of the LPA; and

WHEREAS, the Mississippi Transportation Commission agrees to do the following:

1. Allow the LPA to design, advertise, and award a contract to construct the proposed transportation improvements provided that the design meets with Commission and FHWA approval.
2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.
3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by the Commission does not relieve the LPA from its full responsibility for the proper design and construction of the Project.
5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. At its discretion, make payments for services rendered during the preliminary engineering phase of the project to the LPA's selected Consultant(s). The payments made shall come from the project funds obligated and will follow MDOT's direct payment procedures.

8. At its discretion, make payments to the Contractor and the selected Consultant(s) during the construction phase from the Federal funds obligated. The payments made shall come from the project funds obligated and will follow MDOT's direct payment procedures.
9. Select, negotiate and fund the services of an engineering consultant to perform construction engineering and inspection services (CE&I) for the administration of the construction contract, until the construction contract terms have been fulfilled. This obligation is limited to the cost of the contract with the engineering consultant. Should circumstances require payments to the CE&I consultant that exceed the original contract amount, those payments shall be made by the LPA from its own funds; and

WHEREAS, the City and the Mississippi Transportation Commission agree to the following terms:

1. Allow the LPA to design, advertise, and award a contract to construct the proposed transportation improvements provided that the design meets with Commission and FHWA approval.
2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.
3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by the Commission does not relieve the LPA from its full responsibility for the proper design and construction of the Project.
5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. At its discretion, make payments for services rendered during the preliminary engineering phase of the project to the LPA's selected Consultant(s). The payments made shall come from the project funds obligated and will follow MDOT's direct payment procedures.
8. At its discretion, make payments to the Contractor and the selected Consultant(s) during the construction phase from the Federal funds obligated. The payments made shall come from the project funds obligated and will follow MDOT's direct payment procedures.
9. Select, negotiate and fund the services of an engineering consultant to perform construction engineering and inspection services (CE&I) for the administration of the construction contract, until the construction contract terms have been fulfilled. This obligation is limited to the cost of the contract with the engineering consultant. Should circumstances require payments to the CE&I consultant that exceed the original contract amount, those payments shall be made by the LPA from its own funds.
10. To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, or omissions of the other party, its agents, employees, contractors or subcontractors.
11. No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. Any and all prior agreements, contracts, or memorandums executed by the parties hereto regarding the stated project of resurfacing Woodrow Wilson from Mill Street to Interstate 55, including concrete repair and replacement are hereby terminated upon the full execution of this agreement; and

WHEREAS, the Department of Public Works recommends entering into this Memorandum of Agreement for the purpose of completing the resurfacing of Woodrow Wilson Avenue.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Agreement with the Mississippi Transportation Commission for Woodrow Wilson Resurfacing from Mill Street to Interstate 55 Including Concrete Repair and Replacement, STP-7281-00(004) / 107549-701000/702000.

Vice President Grizzell moved adoption; **President Lindsay** seconded.

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President Lindsay recognized **Mayor Chokwe Antar Lumumba** and **Louis Wright**, **Chief Administrative Officer**, who provided a brief overview of said item.

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After a thorough discussion, **President Lindsay** called for a vote on said item:

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

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ORDER AUTHORIZING THE PARTIAL COMPROMISE AND SETTLEMENT OF A CLAIM FOR BENEFITS UNDER THE MISSISSIPPI WORKERS COMPENSATION ACT IN MWCC# 1602127-P-4343-E 29.

WHEREAS, a former officer of the Jackson Police Department reported sustaining an injury on or about January 31, 2016 while pursuing a suspect; and

WHEREAS, the City of Jackson was a qualified self-insurer for workers compensation claims on the date of injury; and

WHEREAS, the City of Jackson investigated and determined that the claim was compensable and commenced providing indemnity and medical benefits as required by the Mississippi Workers Compensation Act; and

WHEREAS, the officer's employment was terminated; and

WHEREAS, the former officer's treating physician opined that he was not capable of returning to the position of patrol officer; and

WHEREAS, there is likelihood that the Mississippi Workers Compensation Commission would find that the former officer is entitled to the maximum benefits allowed by the Mississippi Worker's Compensation Act because he is unable to return to the customary and usual occupation held prior to the injury; and

WHEREAS, the former officer's average weekly wage for the 52- week period prior to the date of injury was $652.51 resulting in a weekly compensation benefit of $435.01; and

WHEREAS, the Mississippi Workers Compensation Act has an established maximum number of weeks compensation, which is 450 weeks; and

WHEREAS, based upon the maximum number of weeks of compensation, the former officer would be entitled to $195,754.50 in benefits if the Commission were to make the finding that he was entitled to the maximum indemnity benefit; and

WHEREAS, the City of Jackson paid indemnity benefits totaling $112,234.42for periods of temporary total disability and permanent partial disability based upon the assigned anatomical impairment rating; and

WHEREAS, the City of Jackson's exposure for indemnity benefits if the Commission were to find that the former officer is entitled to the maximum benefit is $83,525.00 less applicable discount if paid lump sum; and

WHEREAS, the former officer is amenable to compromising the claim for indemnity benefits but *not medical*; and

WHEREAS, the former officer's attorney and the Office of the City Attorney entered into negotiations regarding the compromise of the indemnity benefits; and

WHEREAS, as a result of the negotiations, it is recommended that the indemnity portion of the claim be compromised for the sum of $60,000.00; and

WHEREAS, the best interest of the City of Jackson would be served by approving the compromise of the indemnity portion of the claim to avoid exposure for the payment of the maximum benefit plus penalties and interests; and

WHEREAS, the settlement applies only to the former officer's claim for indemnity benefits and does not apply to the former officer's claim for medical; and

WHEREAS, the City of Jackson will still have an obligation to provide medical services and supplies for as long as the process of recovery requires pursuant to the Act.

IT IS, HEREBY ORDERED that the Office of the City Attorney shall be authorized to perform acts necessary to achieve the settlement and obtain a *partial* release of the workers compensation liability of the City of Jackson provided the acts are in accord with the Mississippi Workers Compensation statutes and the content of this order.

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

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

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

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

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RESOLUTION AUTHORIZING THE CONDEMNATION OF CERTAIN LANDS, PROJECT PARCEL NO. 001-00-00-W (SYLVIA LAWSON), FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT, FEDERAL PROJECT NO. RAI-7281-00 (006) LPA.

WHEREAS, the Mayor and City Council of the City of Jackson, State of Mississippi, have determined it to be in the best interest of its citizens make improvements to Medgar Evers Boulevard, to promote the transportation plans and welfare of the citizens of the City of Jackson, Mississippi; and

WHEREAS, to accomplish this project, the Mayor and City Council of the City of Jackson, Mississippi, find it necessary to acquire in fee simple for public use certain property belonging to **the Estate of Sylvia Lawson**, subject to confirmation of title, or her successor(s) in title and/or other parties interested in said property, all as more particularly described in Exhibit "A" as attached hereto; and

WHEREAS, it has been reported to the Mayor and City Council of the City of Jackson, Mississippi, that all ownership interests in said property cannot be identified with certainty and/or the identity and/or whereabouts of all possessing ownership interests are unknown to the City of Jackson after diligent inquiry, rendering unsuccessful the attempt to agree with all of the Owner(s) and/or other parties in interest in said property.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Jackson, Mississippi, after due consideration, do hereby declare said property necessary for public use and order that it be condemned. Further, the Mayor and City Council of the City of Jackson, Mississippi, authorize the Office of the City Attorney, and other necessary professionals, to institute any and all condemnation proceedings necessary to acquire the above-described property in fee simple for public use mentioned, and be it further,

RESOLVED, that the City of Jackson, Mississippi, and its citizens will suffer irreparable harm and delay by exercising the right to condemn the subject property through eminent domain proceedings pursuant to the provisions of Sections 11-27-1 through 11-27-51 of the Mississippi Code, as opposed to claiming the right of immediate title and possession of said property pursuant to Mississippi Code Section 11-27-81 through 11-27-91. A construction contract, the completion of which requires acquisition of the subject property, will be let in the near future. Right of entry to all right-of-way property must be forthwith vested in the City of Jackson, Mississippi, or the construction project that is the subject of said construction contract will be prevented or significantly impaired; and be it further,

RESOLVED, that legal counsel is hereby authorized and directed to pursue condemnation pursuant to the rights of immediate title and possession under the provisions of Mississippi Code Annotated Section 11-27-81, et seq., necessitous circumstances having been found; and be it further,

RESOLVED, that payment of the amount of compensation and damages as determined by the court as a condition precedent to granting the City immediate title and possession is hereby authorized.

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

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President Lindsay recognized **Mayor Chokwe Antar Lumumba**, **Louis Wright**, **Chief Administrative Officer** and **Terry Williamson**, **Legal Counsel**, who provided a brief overview of said item.

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After a thorough discussion, **President Lindsay** called for a vote on said item:

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

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RESOLUTION AUTHORIZING THE CONDEMNATION OF CERTAIN LANDS, PROJECT PARCEL NO. 002-00-00-W (ARTHUR BENNETT & FANNIE BENNETT), FOR THE MEDGAR EVERS BOULEVARD RAISE GRANT PROJECT, FEDERAL PROJECT NO. RAI-7281-00 (006) LPA.

WHEREAS, the Mayor and City Council of the City of Jackson, State of Mississippi, have determined it to be in the best interest of its citizens make improvements to Medgar Evers Boulevard, to promote the transportation plans and welfare of the citizens of the City of Jackson, Mississippi; and

WHEREAS, to accomplish this project, the Mayor and City Council of the City of Jackson, Mississippi, find it necessary to acquire in fee simple for public use certain property belonging to **Arthur Bennett & Fannie Bennett**, subject to confirmation of title, or their successor(s) in title and/or other parties interested in said property, all as more particularly described in Exhibit "A" as attached hereto; and

WHEREAS, it has been reported to the Mayor and City Council of the City of Jackson, Mississippi, that all ownership interests in said property cannot be identified with certainty and/or the identity and/or whereabouts of all possessing ownership interests are unknown to the City of Jackson after diligent inquiry, rendering unsuccessful the attempt to agree with all of the Owner(s) and/or other parties in interest in said property.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Jackson, Mississippi, after due consideration, do hereby declare said property necessary for public use and order that it be condemned. Further, the Mayor and City Council of the City of Jackson, Mississippi, authorize the Office of the City Attorney, and other necessary professionals, to institute any and all condemnation proceedings necessary to acquire the above-described property in fee simple for public use mentioned, and be it further,

RESOLVED, that the City of Jackson, Mississippi, and its citizens will suffer irreparable harm and delay by exercising the right to condemn the subject property through eminent domain proceedings pursuant to the provisions of Sections 11-27-1 through 11-27-51 of the Mississippi Code, as opposed to claiming the right of immediate title and possession of said property pursuant to Mississippi Code Section 11-27-81 through 11-27-91. A construction contract, the completion of which requires acquisition of the subject property, will be let in the near future. Right of entry to all right-of-way property must be forthwith vested in the City of Jackson, Mississippi, or the construction project that is the subject of said construction contract will be prevented or significantly impaired; and be it further,

RESOLVED, that legal counsel is hereby authorized and directed to pursue condemnation pursuant to the rights of immediate title and possession under the provisions of Mississippi Code Annotated Section 11-27-81, et seq., necessitous circumstances having been found; and be it further,

RESOLVED, that payment of the amount of compensation and damages as determined by the court as a condition precedent to granting the City immediate title and possession is hereby authorized.

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

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

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ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as "any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;" and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as "the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or

other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;" and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City "is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-l5-l7(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

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

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

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There came on for consideration Agenda Item No. 22:

ORDER RATIFYING PAYMENT TO ADVANTAGE BUSINESS SYSTEMS, INC. FOR A KONICA MINOLTA C364e PRINTER USED BY THE OFFICE OF THE CLERK OF COUNCIL. Said item was pulled by the Clerk of Council.

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ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023,

December 19, 2023, January 30, 2024, March 26,2024, April 23, 2024, May 21, 2024, June 18,2024, July 30, 2024, August 27, 2024 and September 24, 2024 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8(d) of the Mississippi Code of 1972, as amended.

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

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

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There came on for consideration Agenda Item No. 24:

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ONMED, LLC TO OFFER PRIMARY CARE SERVICES THROUGH A VIRTUAL CARE PLATFORM FOR THE RESIDENTS OF THE CITY OF JACKSON. Said item was pulled by the Administration.

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There came on for discussion Item No. 26:

DISCUSSION: KINGS HIGHWAY CONCERNS: President Lindsay stated the issue has been addressed during Public Comments.

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DISCUSSION: ANIMAL CONTROL & ANIMAL CONTROL CONTRACT: President Lindsay recognized **Vice President Grizzell** who expressed concerns with the progress on procuring services to contract out animal control. **Captain George Jimmerson** stated that they are in the process of compiling information for a Request for Information to meet city requirements. **Mayor Lumumba** stated he would contact Chief Wade on timeline status. **Council Member Stokes** expressed concerns with funding and caucuses. **Captain Jimmerson** stated residents can contact the city's nonemergency line for assistance and that they have partnerships with different agencies to assistant animal control.

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DISCUSSION: MOSLEY AVENUE: President Lindsay recognized **Council Member Stokes** who expressed concerns with the homeless targeting an abandon apartment complex and abandon homes in the area. He is requesting the city to contact the owners of abandon properties to deter crime in those areas. **LaTonya Miller, Deputy Director of Code Services** contacted the owner of the abandon apartment complex. The owner has cleaned the property and will be patrolling the area until the sale of the property on October 25, 2024. The new owners will provide plans to deter future dumping issues and to ensure the property is up to code.

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DISCUSSION: GARBAGE FENCING: President Lindsay recognized **Council Member Stokes** who expressed concerns over metal fencing requirements for garbage enclosures which can be costly for the business. **Ester Ainsworth**, **Zoning Administrator**, stated that while working with the Fire Department wooden enclosures were a violation of the 2018 International Fire Code due to the area needing to be clear of combustibles. Therefore, the ordinance was amended in November 2022. She also provided clarity of the Landscape ordinance related to requirements and violations.

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There came on for discussion Item No. 31:

DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY: President Lindsay stated that the emergency will continue.

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There came on for discussion Item No. 30:

DISCUSSION: LITIGATION LEGAL MATTERS: President Lindsay stated that said discussion will be discussed later in the meeting during Executive Session.

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MONTHLY FINANCIAL REPORTS OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Lindsay stated that all City Council members had received the monthly financial report for review.

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The following reports/announcements were provided during the meeting:

- **Council Member Stokes announced the following:**
  - On Sunday, October 27, 2024, at 3:00 p.m., Get Out to Voter Rally will be held in Virden Addition at True Believer Church.
  - On Wednesday, October 23, 2024, at 6:00 p.m., a voter rally will be held at Freelons on Mills Street.
  - On Sunday, November 3, 2024, a voter rally will be held at Grove Park.
- **Council Member Hartley announced the following**
  - Today, October 22, 2024, from 5:30 p.m. to 6:30 p.m. Flip the Sip from Red to Blue will be held at the Jackson Medical Mall, Center Stage on Woodrow Wilson Avenue.
  - On Thursday, October 21, 2024, Refill Jackson will be holding a press conference to announce the launch of the Green Corp. Program at Jayne Ave.
  - On October 25, 2024, at 10:00 a.m. to 2:00 p.m., Senior Gratitude Day will be held at the Jackson Medical mall
  - On Saturday, October 26, 2024, October Fest will be held at Jayne Avenue Park.
- **Council Member Foote announced the following**:
  - For specifics on the Hotel O issue, thoroughly documented information is available with the municipal courts
- **Mayor Lumumba announced the following:**
  - Upcoming Boo at the Zoo
  - Upcoming Christmas Evening Parage
  - Reminder Ward 2 resident vote today for the runoff election

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The meeting was closed in memory of the following individuals:

- **Mr. Johnny Moore**

- **Mr. John Etheredge III**
- **Mrs. Vanella Glass**
- **Mr. Reginald Watkins**
- **Mrs. Odesta Woodson**

Dr. Endre Matthews

Note: Council Member Stokes left the meeting.

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President Lindsay recognized **Council Member Foote** who moved, seconded by **Vice President Grizzell** to go into Closed Session regarding Discussion Item No. 30: **LITIGATION- LEGAL MATTERS.** The motion prevailed by the following vote:

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

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President Lindsay announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding Discussion Item No. 30: **LITIGATION- LEGAL MATTERS**.

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During Closed Session, **Council Member Hartley** moved and **Vice President Grizzell** seconded to go into Executive Session regarding Discussion Item No. 30: **LITIGATION- LEGAL MATTERS.** The motion prevailed by the following vote:

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

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President Lindsay recognized **Council Member Hartley** who moved, seconded by **Vice President Grizzell** to come out of Executive Session. The motion prevailed by the following vote:

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

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President Lindsay announced that the Council voted to come out of Executive Session and no action was taken.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on November 5, 2024. At 12:17 p.m., the Council stood adjourned.

PREPARED BY: **APPROVED:**

_____ _____, _____

CLERK OF COUNCIL **COUNCIL PRESIDENT** **DATE**

_____

MAYOR

ATTEST:

CITY CLERK

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20

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RENAMING SHORT STREET (FROM LYNCH STREET TO DEAD END) TO DR. CURTIS JOHNSON DRIVE. (STOKES)

WHEREAS, Dr. Curtis Johnson, a pioneering figure in campus *emergency* management, devoted educator, visionary leader in higher education, celebrated community servant, and man of deep faith, made his earthly transition recently; and

WHEREAS, Dr. Johnson was a three-time alumnus of Jackson State University, where he earned a Bachelor of Science in Psychology, a Master of Science in Guidance and Counseling, and a Ph.D. in Urban Higher Education; and

WHEREAS, Jackson State University benefited significantly from Dr. Johnson's academic and administrative leadership, impacting countless students and colleagues through his dedication and commitment to excellence; and

WHEREAS, Dr. Johnson's extensive work in higher education and campus emergency management has left an indelible mark, particularly in enhancing the safety and well-being of the campus community; and

WHEREAS, renaming Short Street (from Lynch Street to the dead end) to Dr. Curtis Johnson Drive serves as a tribute to his lifelong achievements and contributions to both the University and the Jackson community.

NOW, THEREFORE, BE IT ORDAINED, that the Jackson City Council hereby renames Short Street from Lynch Street to Dead End in honor of Dr. Curtis Johnson.

SO ORDAINED, this the_____ day of November, 2024.

Agenda Item No.: 20
11.19.24
(Stokes)

21

22

23

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTEGRATED BEHAVIORAL HEALTH, INC., D/B/A UPRISE HEALTH TO ADMINSTER THE CITY OF JACKSON EMPLOYEE ASSISTANCE PROGRAM

OFFICE OF THE CITY ATTORNEY

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes the governing authorities of a municipality to negotiate and secure for its employees and their dependents contracts for health, hospitalization, medical, surgical and other benefits; and

WHEREAS, Integrated Behavioral Health, Inc., D/B/A Uprise Health offers an Employee Assistance Program capable of providing counseling and coaching services to employees on issues, group sessions, therapy sessions including but not limited to, stress management, grief, anxiety, alcohol, substance abuse, or marital issues; and

WHEREAS, Integrated Behavioral Health, Inc., D/B/A Uprise Health has registered with the Mississippi Secretary of State Office and has a status of "good standing", and

WHEREAS, EAP services were previously provided by MEA Primary Care Plus, LLC dba/MEA Cares; and

WHEREAS, MEA Primary Care Plus, LLC dba/MEA Cares provided notification to the City of Jackson of termination of coverage, effective October 31, 2024, and

WHEREAS, the City of Jackson solicited quotes for EAP Services to be provided to employees; and

WHEREAS, quotes were received from four companies: United Healthcare (Emotional Wellbeing Solutions), Recuro-Curalinc, Metlife-Telus and Uprise Health; and

WHEREAS, the quotes that were provided from the four companies are listed below:

- Company 1: UHC (Emotional Wellbeing Solutions)
  Cost: 3 sessions at $1.01 Per Employee Per Month with a 3% escalator for years 2 and 3

- Company 2: Recuro-Curalinc
  Cost: $3.00 per employee

- Company 3: Metlife-Telus
  Cost: .76 per employee

- Company 4: Uprise Health
  Cost: $2.16 Per employee with a 3-year contract and $1,000 implementation fee

WHEREAS, after reviewing all quotes and the listed provided services of each company; the Department of Human Resources selected Integrated Behavioral Health, Inc., D/B/A Uprise Health to administer the City of Jackson's Employee Assistance Program; and

WHEREAS, Integrated Health, Inc., D/B/A Uprise Health offers more services than the competing vendors; and

Agenda Item No.: 23
11.19.24
(T. Martin, Lumumba)

WHEREAS, the comparison of Integrated Behavioral Health, Inc.'s services versus the former providers appears below:

City of Jackson
Employee Assistance Program (EAP) Comparison

	MEA CARES- Previous Provider	UHC (Emotional Wellbeing Solutions)	RECORD-Current	Mobile Telus	Optum Health- Recommended Provider
Employee Assistance Program (EAP) Counseling Services					
Face to Face Counseling	3 per employee per year w/ a licensed professional	3 per employee per year	Up to 6 face to face or screen to screen per member per issue	Up to 5 in person, phone or video consultations	3 Face to face therapy sessions per incident, 3 coachin sessions per year, 3 group sessions per year
Telephonic Counseling	Toll Free line with 24 hour access	Unlimited available 24/7, in the moment support	Unlimited available 24/7, in the moment support	Unlimited 24/7/365, answered within 30 seconds	Unlimited 24/7/365
Follow Up	not specified	within 8 hrs for at-risk members, 24 hrs for urgent issues, 10-15 days for routine concerns	30, 60, 90 days after 6 visits are exhausted	not specified	Continuous, Care Navigators
Bereavement	As part of telephonic or face-to-face counseling	As part of telephonic or face-to-face counseling	As part of telephonic or face-to-face counseling	As part of telephonic or face-to-face counseling	As part of telephonic or face-to-face counseling
Online modules and coaching	N/A	Virtual coaching, virtual counseling, "calm" self-paced tool can help with emotions, sleep, mindful living,	Mindfulness tool kit, flash courses	The program offers easy to use educational tools and resources, online and through a mobile app	Care Navigators,online modules, orientation sessions, webinars, articles
EAP Website Resources	N/A	Personalized member website, get care, view benefits learn about wellbeing, activate counseling benefit, also includes mobile app	Website, search center, savings center, wellbeing place	Website, search center, chat feature	We also provide valuable online resources, such as flyers, webinars, and articles on various topics.
Work Life Resources					
Work/Life Services	N/A	Workplace support services provided to restore balance, promote resiliency, & optimize performance. In-home assessment or telephonic case management ($0.20 per employee per month)	Work life support services offered on personalized basis but have self-serve option via the web and mobile platforms	Job relocation, building relationships with co-workers and managers, navigating through reorganization	Relationship Building, Fostering Health Workplaces, Diversity, Conflict Resolution, Sexual Harassment, Workplace Effectiveness, Management Strategies, COVID in the Workplace
Child and Eldercare Referral	N/A	Part of Work/Life Services	work life consultant assigned to assess, guide & refer	Included in Family Services	Included in Family Services
Employee Discounts	N/A	N/A	N/A	N/A	Employee Discounts
Medical Bill Negotiation Tools	N/A	N/A	N/A	N/A	Yes, via the Care Navigator
Legal & Financial					
Legal Consultation	N/A	Can choose from network of over 23,000 attorneys, 30 min telephonic or in person consultation per separate legal issue per year. Can retain attorney for 25% below firms rates.	unlimited telephonic, one free 30-minute face-to-face consultation.	Issues related to civil, personal & family law, financial matters, real estate & planning	30-minute legal consultation per issue, Di. .n hourly rates, Legal forms, Will prep, Educational classes
Financial Consultation	N/A	2 free 30 min telephonic financial consultations with money coaches per issue per yr. Online stress assessment, financial calculators & modeling,self-guided learning module & financial library	Access to CPA's includes financial management, financial counseling hotline, debt reduction, home buying, budgeting, financial planning, etc.	Budgeting, financial guidance, retirement planning, buys or selling home, tax issues	30 days of access to our financial resource network, Personal money coaching, Online interactive calculator
Identity Theft	N/A	Free 60 min consultation, 7 emergency response activities to restore identity & credit. Free identity theft emergency response kits	Telephonic access to identity recovery professionals to assess situation, create immediate action plan & implementation.	Identity theft prevention tips and help from a financial counselor if you are victimized	Fraud resolution specialist, Emergency Response Kit, Identity monitoring program, fraud alerts, credit monitoring, 24/7 monitoring of all credit activity as reported by TransUnion, new credit inquiries monitored on a daily basis. Alerts are sent, via email or text, for an detected activity.
Will Preparation	N/A	Part of Legal Consultation benefit	Part of Legal Consultation benefit	Part of Legal Consultation benefit	Part of Legal Consultation benefit
Resources for Managers					
Introductory Employee Orientation	Written notification to employee & dependents of services	Brochures, posters, video, newsletters, wallet cards, digital tools	Welcome email	Mobile App Flyers	monthly newsletters, orientation sessions, welcome kits, and leadership training.
Supervisor/Employee Training	Brochure & User guide	Manager Toolkit, On-Demand app based training.	N/A	N/A	Dedicated Account Mgmt Team& Client Success Team executes communication plan, digital app & resources, orientation sessions, leadership training
Critical Incident Response Services	Unlimited on-site critical incident stress debriefing per contract year within 48 hrs of crisis	Includes preventive measures, assistance during crises and post-incident support. Available 24/7/365. $25 per hr plus $100 per hr for travel	N/A	N/A	Critical Incident Response and Training hours available at a fee for service rate
Supervisor/Manager Telephonic Consultation	Brochure & User guide	Unlimited support, for workplace issues, performance management, disruptions, and organizational change	N/A	N/A	Dedicated Account Mgmt Team, reports, dashboards & regular check ins, less then 24 hour response
EAP Referrals	Referral for treatment (when appropriate & available) with network provider.	Work with management consultants in coordinating workplace referrals	Referral for treatment (when appropriate & available) with network provider.	Referral for treatment (when appropriate & available) with network provider.	Referral for treatment (when appropriate & available) with network provider.
Utilization Reports (Employer)	Monthly utilization reports emailed	Executive summary, engagement, population trends, satisfaction & outcome measures.	Utilization reporting provided	N/A	Executive summary,dashboard, engagement, populatio trends, satisfaction & outcome measures.
EAP Promotional Materials	Brochures, posters and user guide.	Brochures, posters, video, newsletters, wallet cards, digital tools	Drip campaigns, flyers, brochures	Brochures, posters and user guide.	Brochures, posters and user guide, video, orientations,
Cost	**3 Session PEPM & Family @ $2,000 per month for a total of $24,000 per year (based on 2400 FT employees)**	**3 Sessions @ $1.01 PEPM (3% escalator for yrs 2 & 3)**	**$3.00 PEPM**	**$.76 PEPM**	**$2.16 PEPM with a 3-year contract $1,000 one-time implementation fee**

OFFICE OF THE CITY ATTORNEY

WHEREAS, contracting with Integrated Behavioral Health, Inc., D/B/A Uprise Health to aid municipal employees challenged with personal or familiar issues affecting mental health serves the best interest; and

WHEREAS, the assistance afforded by the program will be confidential;

WHEREAS, Uprise Health will provide a toll-free confidential Employee Assistance line with twenty-four (24) hour access for City of Jackson, Mississippi employees and their covered family members; and

WHEREAS, after hours face-to-face meetings with a counselor in the case of an emergency defined as homicidal, suicidal, or actively psychotic will also be available; and

WHEREAS, Uprise Health submitted a proposal containing the cost of $33,696 annually and $1,000 implementation fee; and

WHEREAS, the term of the agreement is for (36) months and thereafter, the agreement shall only be renewed by written notice at least 90 days prior to the expiration of the term; and

WHEREAS, the term of the agreement includes the following:

Customer Service and Account Management	
☒	**Implementation** (subject to separate fee as set forth in Exhibit B): Digital launch and implementation kit plus access to account team support.
☒	**Reporting & Analytics Dashboard:** An online dashboard that provides aggregated data about workforce and service utilization and demographics.
☒	**Member Communications:** Standard digital promotional material explaining Uprise Health tools and services will be available in the resource library. Assets will be created in English and priority assets translated into Spanish (additional languages available for a fee).
☒	**Technical Support:** Technical support for Uprise Health platform and websites available Monday through Friday from 8:00 a.m. – 5:00 p.m. (Pacific time)
☒	**Account Management Support:** Access to Account Manager team to support program needs.

Digital Mental Health Platform & Services	
Coaching and Therapy Services*	
	24/7 Phone line (unlimited member use)
	6 Group Sessions per member per calendar year (virtual)
	6 Therapy Sessions per member/per incident/per calendar year (Standard Phone Referral or virtual
	6 Coaching Sessions

* Sessions cannot be transferred between coaching, group, and therapy. For example: a member can have 3 coaching, 3 group, and 3 therapy but not 6 coaching and 3 therapy.

EAP Services	
	24/7 Phone Line (unlimited member use)
	Work-life and Wellbeing Resources
	Work-life Services (certain elements not included)
	Manager Resources
Health Platform	
	Wellbeing Check & Progress Tracking
	Personalized Care Plan
	Self-guided Digital Courses
	Coach-guided Digital Courses
	Live Mental Health Care
	Proactive Outreach Based on Member Wellness Assessment
	Whole Person Care

Digital Mental Health Platform & Services

Service	Description
24/7 Phone Line	24/7/365 telephone access to Uprise Health case management staff. During business hours, members who are in crisis will be connected with an Uprise Health case manager, who will arrange appropriate support. After hours answering services are available and calls can be triaged to licensed professionals for emergency care. We have a provision of translator services (240+ languages) and TDD/TTY services. Members that are in life threatening situations should immediately call 911 as they would do with any other medical/life emergency.
Coaching Sessions	Coaching can be self-booked within the digital platform using a real-time calendar system. Coaching is intended for members who want support with current stressful life events or for well employees who are looking to learn mental fitness skills. Coaching is designed to be approachable for all members. Coaches help members apply the skills from the digital library and introduce ways to strengthen mental health and wellbeing. Coaching is delivered via phone-based sessions.
Group Sessions	Group sessions can be self-booked, and, typically, there are between 50 – 100 chat rooms available at any time on a range of topics and there are live group sessions available daily. All sessions are led by a trained moderator. Members can choose either chat room or video-based group sessions and have the option to participate anonymously with the other participants.

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Therapy Sessions	Members can call the Phone Line and are connected to one of Uprise Health's staff within thirty (30) seconds on average. Uprise Health staff assist the member by collecting any requirements to see a counselor in their area or virtually via phone or video. If the member requests a virtual session, they are provided with either access to our virtual counseling web portal where they can sign up immediately or referred to a network provider who conducts video sessions using their own technology. If they request an in-person session, then Uprise Health staff will provide a curated list of in-network counselors in their area. This list is confirmed on a regular basis with our provider network to ensure that it is up to date and that our members can be seen as quickly as possible.
EAP Services Description	
Work-life and Wellbeing Resources	Online access to work-life and wellbeing resources, which provide guides, newsletters, webinars, calendar, resource kits (Grief and Loss, Emotional First Aid, Hurricane Preparedness, etc.), educational materials, tools, and trainings that cover a wide range of popular topics for health, work-life, financial, legal, adult and elder care, children/parenting, and more. The portal includes access to an online savings center for discounts for services, events, and products. Also includes crisis alerts and support links for national events.

	On-demand webinars on various work-life, wellbeing, and personal development topics, which are available on the 1st day of each month and past topics are available for viewing at any time. A newsletter that covers work-life, wellbeing, and personal development topics available in English and Spanish only.
Work-life Services	Legal: One initial thirty (30) minute legal consultation per each separate legal matter at no cost for members. If the member and attorney or mediator agree to further representation, services will be provided at a twenty-five percent (25%) reduction from the standard hourly rate. Telephonic support and an extensive library of resources are also available. Financial: Thirty (30) days of access for each member to a personal financial expert who will work with the member toward financial wellness by identifying financial goals, assessing current financial situation, and providing a suggested detailed action plan. Caregiver: Comprehensive database for child, dependent and elder care look-up. No-obligation curated referral list or warm handover to our partner program who can provide dependent care for an additional fee. Fees depend on the services provided. Please contact us for a list of services and associated costs.

Manager Resources	Uprise Health prepares proactive communications and materials to help supervisors address current topics and trends, such as crisis response for COVID-19, social unrest, natural disasters (e.g., fires, flooding, tornados.), and more. Management Referrals: We provide a process for referring eligible employees with conduct or substance use issues to Uprise Health.
Health Platform Services Description	
Wellbeing Check	We use a World Health Organization wellbeing measure that gives an accurate assessment of high, moderate, or low levels. The measure takes less than a minute to complete and asks questions about sleep and energy to make it approachable for everyone, whether they are thriving or surviving. Customers can track their organization's wellbeing levels via Uprise Health reporting dashboard.
Personalized Care Plan	Each member receives a personalized care plan based on their preferences and Wellness Assessment levels. The care plan recommends skills/lessons from our digital library as well as the frequency of sessions with their coa or consultant. Members are recommended evidence-based courses to manage issues like depression and anxiety while high Wellness Assessment
Self-Guided Digital Courses	Uprise Health has a strong focus on only using evidence-based content. Each of the lessons has passed an evidence review and was written by a team of clinical psychologists. Each course is based on an established course that has been evaluated in at least one peer-reviewed scientific study and most courses have been evaluated in five (5) or more studies. To deliver the highest possible completion rates Uprise Health has focused on positive user experience and lessons are delivered via 3–5-minute videos and audios as well as interactive chatbot exercises based on best-practice adult learning principles
Coach-Guided Digital Courses	Members have the option of completing their digital courses with the support of a coach. The coach can create a personalized lesson plan and during the calls the coach shows the member how to apply the skills. The goal of coach- guidance is to improve accountability to practice the skills, which is linked to better behavioral outcomes.

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Live Mental Health Care Navigator	Members are linked with a mental health Care Navigator during thei onboarding. The Care Navigator's role is to provide live support and to assist th member in navigating their mental health journey. The Care Navigator ca book coaching sessions or counselling sessions for the member.
Proactive Outreach based on Member Assessment Levels	Uprise Health proactively reaches out to members scoring below the clinical cutoff on the Wellbeing Check through Uprise Health Platform, to discuss support options available to members. If a member opts in, Uprise Health will proactively reach out to discuss available support options. For members who complete the Wellbeing Assessment and score in the low range, Uprise Health will proactively reach out to discuss available support options.

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WHEREAS, Uprise Health may make the following services available for an additional fee:

Add-On Fee for Service Descriptions and Pricing	
Critical Incident Response (CIR)	CIR includes telephonic support for critical incidents via our 24/7 phone line as well as crisis support email communications for national disasters. Depending on the nature and scope of the event, the Uprise Health communication team will send email communications to targeted areas. Onsite or virtual crisis support can be purchased on a per hour basis and includes a range of supportive interventions designed to enhance a person's natural resilience, facilitating individual and workgroup return-to-work/return-to-functioning. The CIR service is provided by a trained specialist to respond to emergency situations such as an act of violence, health of a co-worker, robbery, or a natural disaster. CIR Services are provided by Uprise Health third-party provider and CIR fees are subject to change depending upon the third-party provider. Uprise Health will endeavor to promptly provide notification of any changes in the CIR fees.
<u>CIR Pricing</u>	• Standard Response Next Day: $300 per hour with two-hour minimum. • Same Day Response Outside of 2.0 hours: $350 per hour with two-hour minimum. • Immediate Response Within 2.0 hours: $450 per hour with two-hour minimum.

Cancellation Policy:	• **48 Hour Cancelation.** If Employer cancels or reschedules CIR services within forty-eight (48) hours of the originally scheduled appointment, Employer will pay a flat fee, per shift, based on the number of hours scheduled. Shifts cancelled or rescheduled on the date of service will be billed in full.
	• **Shifts Scheduled 4 Hours or Less.** In the event of canceled or rescheduled services within 48- hours of the originally scheduled time, Employer will pay flat fee of $350 per shift cancelled. The deadline for canceling or rescheduling services for a Monday shift is 12:00 noon on the preceding Friday, in the service area time zone.
	• **Shifts Scheduled Over 4 Hours:** In the event of canceled or rescheduled services within 48- hours of the originally scheduled time, Employer will pay flat fee of $500 per shift cancelled. The deadline for canceling or rescheduling services for a Monday shift is 12:00 noon on the preceding Friday, in the service area time zone.
Training	**Standard Training:** • Standard monthly and quarterly webinar trainings are included Services. For an additional fee, Uprise Health will provide on-site and virtual trainings on a wide variety of topics or can create a bespoke training program for you. Delivered by experienced presenters and created by a team of subject matter experts. Account Managers will provide training coordination to coordinate topics for trainings, the training organization, and communicate about trainings.
	Employee and Supervisor Orientation Sessions: • Annual, 30-minute virtual orientation hosted by Account manager.
	Quarterly Check-Ins: Inclusions are based on company size as follows: • Email check-ins with account team and phone or video review available upon request.
	Virtual Health Fair Support: Inclusions are based on company size as follows: • Virtual support for company health fairs.

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	Training Pricing • Webinar per hour: o 3-week notice: $325 o 2-week notice: $375 o 1-week notice: $425 • In-person $550 per hour + travel • Custom Training: $50 per hour + actual cost of outside experts
	Trainings Cancellation Policy: o 7-10 days: $50 o 3-6 days: $100 o 0-3 days: Full training rate
	Training Services are provided by an Uprise Health third-party provider and fees are subject to change. Uprise Health will endeavor to promptly provide notification of any changes in the Training fees.
	If annual therapy case utilization exceeds 10% then Uprise Health reserves the right to renegotiate pricing. Annual therapy case utilization is defined as total annual therapy cases divided by the average number of employees. A therapy case is defined as an instance where an employee or eligible dependent receives therapy for an incident and may consist of more than one therapy sessions.

WHEREAS, covered family member is defined as spouse and unmarried children or step-children living at home or in school full-time under the age of 26 and residing in the state of Mississippi; and

WHEREAS, referral for treatment (when appropriate and available) will be made in accordance with the preferred provider network of the City of Jackson, Mississippi.

WHEREAS, the Department of Human Resources recommends that the governing authorities enter in a contract with Integrated Behavioral Health, Inc., D/B/A Uprise Health to provide employee assistant program services; and

WHEREAS, the City of Jackson has approximately 1300 employees; and

WHEREAS, the agreement allows employees and their family members three (3) face to face therapy sessions per incident, (3) coaching sessions per year and 3 group sessions per year at a flat cost of $2808 per month for a total of $33,696 per contract year for 3 years; and

WHEREAS, the sessions will be provided by licensed professionals with a minimum of a Master's degree in social work, counseling, marriage and family, or psychology; and

WHEREAS, the counseling sessions will occur at the office(s) of the respective therapist or virtually; and

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WHEREAS, employees and covered family members will be provided with written notification of the City of Jackson's sponsored benefit referred to as the Employee Assistance Program (EAP); and

WHEREAS, employees and covered dependents will be informed of the various services offered; and

WHEREAS, participation in the program will be voluntary and kept confidential;

WHEREAS, management and supervisors will not receive information concerning an employee's participation unless a formal release of information is signed by the employee; and

WHEREAS, the City will be required to designate a representative to act as liaison to Uprise Health in the administration of the program;

WHEREAS, Uprise Heatlh will develop and provide to the City of Jackson brochures and a User Guide; and

WHEREAS, Uprise Health will prepare and submit a monthly statistical report on EAP utilization to a representative of the City of Jackson, Mississippi including number of EAP calls, referrals, number of admissions to outpatient therapy and number of counseling sessions;

WHEREAS, the monthly reports will not contain identifying information on the employee or covered family member; and

WHEREAS, the term of the agreement is for (36) months and thereafter, the agreement shall only be renewed by written notice at least 90 days prior to the expiration of the term; and

WHEREAS, the agreement may be terminated immediately for cause upon written notice given by the non-defaulting party if a party ceases the active conduct of its business; and

WHEREAS, the agreement may be terminated for cause if a party breaches the agreement, and the defaulting party fails to correct such default within a thirty (30) day period following notice of default under this agreement.

WHEREAS, the written notice shall set forth the nature of the default as to performance required by this agreement and shall include, but not be limited to: failure to comply with applicable state licensing requirements; or failure to comply with applicable federal and state codes and regulations pertaining to the plan; and

WHEREAS, upon any termination or expiration of this agreement, employer shall immediately pay all unpaid and outstanding amounts through the effective date of termination or expiration of this agreement; upon such termination, Uprise Health shall continue to deliver to Employer any Services due through the effective date of termination; and

WHEREAS, neither Uprise Health nor the City shall assign its duties and responsibilities under the Agreement without the prior consent of the other party; and

WHEREAS, Paragraph 6.2 of the contract contains indemnification and hold harmless provisions for third party claims, loss, liability, damage, expense, settlement, cost or obligation including reasonable attorney's fees caused by willful misconduct, criminal conduct, or breach of the Business Associates Agreement related to or arising out of the Agreement or employer's role; and

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WHEREAS, the Paragraph 6.2 suggests that the City is authorized to agree to the provision in accordance with Section 79-29-1313 of the Mississippi Code; and

WHEREAS, Section 79-29-1313 references Section 79-29-123 of the Mississippi Code and addresses proposed indemnification by a *limited liability company* not a corporation entity such as Integrated Behavioral Health, Inc.; and

WHEREAS, as recent as June 24, 2024 in an opinion to Jeff Bruni, the Mississippi Attorney General confirmed that a governmental entity may not obligate itself to indemnify or hold harmless a private entity (*See Bruni Opinion* 2024 WL 7296); and

WHEREAS, Paragraph 6.2 of the agreement furnished by Integrated Behavioral Health, Inc., is expressly rejected for the reasons aforesaid stated; and

WHEREAS, the Agreement may be modified only by a written consent amendment signed by representatives of the City and Uprise Health.

IT IS, HEREBY ORDERED that the mayor is authorized to execute a contract with Integrated Behavioral Health, Inc., D/B/A Uprise Health for the offering of the Employee Assistance Program benefit;

IT IS HEREBY ORDERED that a sum not exceeding $2,808 per month or $33,696 per year may be paid for the program benefits;

IT IS HEREBY ORDERED that the mayor shall be authorized to designate an individual who will be liaison for the City and receive the monthly statistical report.

OFFICE OF THE CITY ATTORNEY

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 5, 2024

POINTS		COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTEGRATED BEHAVIORAL HEALTH, INC., D/B/A UPRISE HEALTH TO ADMINSTER THE CITY OF JACKSON EMPLOYEE ASSISTANCE PROGRAM**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Contract with Uprise Health
3.	**Who will be affected**	**City of Jackson Employees and their families**
4.	**Benefits**	**To service the City of Jackson employees and their families**
5.	**Schedule (beginning date)**	Upon Council approval
6.	**Location:** § **WARD** § **CITYWIDE (yes or no) (area)** § **Project limits if applicable**	N/A
☐ ☐ 7.	**Action implemented by:** § **City Department** § **Consultant**	Department of Human Resources
8.	**COST**	
☐ ☐ ☐ ☐ 9.	**Source of Funding** § **General Fund** § **Grant** § **Bond** § **Other**	Department of HR budget
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A __ AABE _____ % WAIVER yes ___ no ___ N/A __ WBE _____ % WAIVER yes ___ no ___ N/A __ HBE _____ % WAIVER yes ___ no ___ N/A __ NABE _____ % WAIVER yes ___ no ___ N/A __

MEMORANDUM

TO: Chokwe Lumumba, Mayor

FROM: Toya Martin, Director
Department of Human Resources

DATE: October 24, 2024

RE: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTEGRATED BEHAVIORAL HEALTH, INC., D/B/A UPRISE HEALTH TO ADMINSTER THE CITY OF JACKSON EMPLOYEE ASSISTANCE PROGRAM**

Attached is the order for Uprise Health to administer Employee Assistance Program to the City of Jackson employees and family members. Please let me know if you have any questions.

/tm

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INTEGRATED BEHAVIORAL HEALTH, INC., D/B/A UPRISE HEALTH TO ADMINSTER THE CITY OF JACKSON EMPLOYEE ASSISTANCE PROGRAM** is legally sufficient for placement in NOVUS Agenda.

Sondra Q. Moncure 11/12/24

Sondra Moncure, *Special Assistant* **Date**

Carrie Johnson, *Deputy City Attorney*

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ADMINISTRATION AGREEMENT FOR EMPLOYEE ASSISTANCE WORKLIFE SERVICES

This Agreement ("**Agreement**") is effective the 1st of November, 2024 ("**Effective Date**"), by and between City of Jackson, 219 S. President Street, Jackson, Mississippi 39201 ("**Employer**") and Integrated Behavioral Health, Inc., doing business as Uprise Health, 2 Park Plaza, Suite 1200, Irvine, California 92614, on behalf of itself and its affiliates ("**Uprise Health**"). Employer and Uprise Health may each be referred to herein as a "**Party**" and collectively as the "**Parties.**" The Agreement consists of the terms set forth below and any associated Order Forms, Exhibits, SOWs or Schedules attached hereto, the terms of which are incorporated into this Agreement by this reference.

1. SERVICES PROVIDED

1.1. Uprise Health shall perform for Employer the Employee Assistance Plan ("**EAP**") services and WorkLife administrative services (collectively the "**Services**") as set forth in **Exhibit A**. All Services will be provided pursuant to the administration of Employer's EAP (the "Plan") and the terms and conditions set forth herein. In addition to the Services described on **Exhibit A**, Uprise Health shall handle correspondence of a routine nature and other general clerical and administrative functions necessary for administration of the Plan as part of the Services.

1.2. On or before the Effective Date, Employer shall furnish to Uprise Health a list of eligible employees in a form reasonably acceptable to Uprise Health (i.e., by zip code of each employee's residence) and will update said list monthly with current employee counts. Uprise Health shall not be responsible for any delay or error in the provision of Services caused by Employer's failure to furnish accurate employee counts in a timely fashion. If Employer fails to provide current employee counts with payment by the payment due date, the employee counts will be updated and reflected in the next billing and payment cycle. Uprise Health will not process employee counts retroactively nor will Uprise Health perform any retroactive fee refund adjustments due to Employer submitting inaccurate Employee counts.

1.3. To the extent applicable, Employer shall provide Uprise Health with its Summary Plan Description (SPD) and all other relevant Plan documents at least thirty (30) days prior to the Effective Date or such other date mutually agreed upon by the parties. Absent the Employer providing Uprise Health with an SPD, Uprise Health shall automatically apply its internal policies and procedures to all EAP plans, including but not limited to internal appeals and external review, as applicable. Uprise Health does not review Employer's SPD for compliance with applicable law and Employer remains solely accountable and responsible for such compliance.

1.4. Despite Uprise Health's provision of the Services, it is understood and agreed that the Employer, as Plan Administrator, retains complete authority and responsibility for its Plan, its operations, and the benefits provided thereunder, including EAP. Uprise Health is empowered to act on behalf of Employer in connection with the Plan only to the extent expressly stated in this Agreement or as agreed to in writing by Uprise Health and Employer.

2. INVOICING AND PAYMENT

2.1. Employer shall pay Uprise Health for Services performed pursuant to this Agreement according to the fee schedule set forth in **Exhibit B** ("Administrative Services Fees"). Employer will not withhold any taxes from any payments made to Uprise Health, and Uprise Health will be solely responsible for paying all taxes arising out of or resulting from the performance of Services.

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2.2. Uprise Health shall submit invoices according to the schedule set forth on **Exhibit B**. Employer shall pay all invoices within forty-five (45) days of Employer's receipt of Uprise Health's invoice. Any Administrative Services Fees not paid within forty-five (45) days of the due date will be assessed a rate of eight percent (1 and 1/2%) per annum, or the maximum rate allowed by applicable law, whichever is less, from the date on which such payment was due until the date on which it is paid in full with accrued interest. All payments shall be via ACH or wire to the account listed below. Remittance advises to be submitted to billing@uprisehealth.com

a. ACH: Bank Name: Sunflower Bank
Address: 1400 16th Street, Ste. 250, Denver, CO 80202
Routing No: 101100621
Account No. 1100017507

3. TERM AND TERMINATION

3.1. **Term**. The term of the Agreement shall commence on the Effective Date and continue for thirty-six (36) months ("**Initial Term**"). Thereafter, the Agreement shall only be renewed via written notice at least ninety (90) days prior to the expiration of the then-current Term(each a "**Renewal Term**"), unless either Party has given the other Party a written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current Term or either Party terminates the Agreement in accordance with this Section 3. The Initial Term together with any Renewal Term constitute the "**Term**" of this Agreement.

3.2. **Discounts**. Administrative Service Fees shall remain fixed for the Initial Term of this Agreement. Discounts offered in the Initial Term shall not extend to any subsequent Renewal Term.

3.3. **Immediate Termination**. This Agreement may be terminated immediately for cause upon written notice given by the non-defaulting Party if (i) a Party ceases the active conduct of its business; (ii) a Party is the subject of a bankruptcy, receivership or other insolvency event or proceeding; or (iii) Employer fails to pay any Administrative Services Fee to Uprise Health by the due date.

3.4. **Termination for Cause**. This Agreement may be terminated for cause if a Party breaches the Agreement, and the defaulting Party fails to correct such default within a thirty (30) day period following notice of default under this Agreement. The written notice shall set forth the nature of the default as to performance required by this Agreement and shall include, but not be limited to: (i) failure to comply with applicable state licensing requirements; or (ii) failure to comply with applicable federal and state codes and regulations pertaining to the Plan.

3.5. **Termination and Payment**. Upon any termination or expiration of this Agreement, Employer shall immediately pay all unpaid and outstanding amounts through the effective date of termination or expiration of this Agreement. And upon such termination, Uprise Health shall continue to deliver to Employer any Services due through the effective date of termination.

4. LIMITED WARRANTY

4.1. Uprise Health shall employ or contract with sufficient personnel to provide the Services. Uprise Health warrants to Employer that Services will be performed by qualified personnel in a professional manner, in accordance with the specifications set forth on **Exhibit A**.

4.2. Each Party warrants that it has the full right, power, and authority to enter into and fully perform its obligations under this Agreement and the execution, delivery, and performance of this Agreement by that Party does not conflict with any other agreement to which it is a party or by which it is bound.

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4.3. Employer and Uprise Health shall remain, throughout the Term of this Agreement, in compliance with all applicable federal and state laws and regulations, including, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), related to this Agreement and the Services to be provided hereunder. Uprise Health shall only be required to comply with the provisions of the Consolidated Appropriations Act of 2021 ("**CAA**"), including the transparency, continuity-of-care, and no surprise provisions, but only to the extent that they are directly applicable to Uprise Health. Uprise Health shall not have an obligation to fulfill Employer's separate obligations under the CAA. Uprise Health warrants to Employer that Uprise Health is properly licensed under applicable law. Uprise Health will obtain and maintain all of the licenses, permits, registrations, and other governmental authorizations required to conduct Uprise Health's business and perform Services. The Parties hereby agree to enter into any Business Associate Agreement ("BAA") that may be required for the sharing of any information pursuant to this Agreement, and such BAA, if applicable, attached hereto as **Exhibit C** and made a part of this Agreement.

4.4. UPRISE HEALTH MAKES NO WARRANTIES EXCEPT FOR THOSE PROVIDED IN SECTIONS 4.1, 4.2, AND 4.3, ABOVE.

5. CONFIDENTIALITY

5.1. **Business Confidential Information**. Each Party acknowledges that performance of this Agreement may involve access to and disclosure of Employer and Uprise Health identifiable business proprietary data, rates, procedures, materials, lists, systems and information of the other (collectively "Business Confidential Information"). No Business Confidential Information shall be disclosed to any third party other than a party's representatives who have a need to know such Information in relation to administration of the EAP Services, and provided that such representatives are informed of the confidentiality provisions hereof and agree to abide by them. All such information must be maintained in strict confidence. Employer agrees that Uprise Health may make lawful references to Employer in its marketing activities and in informing health care providers (including EAP network providers) as to the organizations and plans for which Services are to be provided.

5.2. **Uprise Health Confidential Information**. Any information with respect to Uprise Health or any of its affiliates' fees or specific rates of payment to health care providers (including EAP network providers) and any information which may allow determination of such fees or rates any of the terms and provisions of the health care provider's agreement (including EAP network providers) with Uprise Health or its affiliates are deemed to be Uprise Health Confidential Information. No disclosure of any such information may be made or permitted to Employer or to any third party whatsoever, including, but not limited to, any broker, consultant, auditor, reviewer, administrator or agent unless (i) Uprise Health has consented in writing to such disclosure and (ii) each such recipient has executed a confidentiality agreement in form satisfactory to Uprise Health's counsel. Prior to disclosing such information, Employer shall notify Uprise Health of such request or requirement so that Uprise Health may object to such disclosure by appropriate legal means. If Employer is compelled to disclose such information or else stand liable for contempt or suffer possible censure or other penalty or liability, then Employer may disclose such information without liability to Uprise Health, but only to the extent required by such legal request, process or statute.

5.3. **Member Confidential Information**. In addition, each Party will maintain the confidentiality of medical records and confidential member-identifiable patient information ("Member Confidential Information"), and in accordance with the terms of HIPAA.

5.4. **Upon Termination.** Upon termination of this Agreement, each Party, upon the request of the other, will return or destroy all copies of all of the other's Confidential Information in its possession or control except to the extent such Confidential Information must be retained pursuant to applicable law, to the extent such Confidential Information cannot be

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disaggregated from the Uprise Health's databases, or except as otherwise provided under HIPAA, provided, however, that Uprise Health may retain copies of any such Confidential Information it deems necessary for the defense of litigation concerning the Services it provided under this Agreement.

6. INDEMNIFICATION

6.1. Uprise Health shall indemnify and hold harmless Employer, its directors, officers, employees (acting in the course of their employment, but not as members) for that portion of any third-party claims, loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorneys' fees) caused solely and directly by Uprise Health's willful misconduct, criminal conduct or breach of the Business Associates Agreement, if applicable, related to or arising out of the Services provided under this Agreement.

6.2. Employer shall indemnify and hold harmless Uprise Health, its affiliates and their respective directors, officers, and employees for that portion of any third party claim, loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorney's fees): (i) which was caused by Employer's willful misconduct, criminal conduct, or breach of the Business Associates Agreement related to or arising out of this Agreement or Employer's role as employer (ii) in connection with the release or transfer of member-identifiable information to Employer or a third party designated by Employer, or the use or further disclosure of such information by Employer or such third party; or (iii) resulting from or arising out of claims, demands or lawsuits brought against Uprise Health in connection with Services provided under this Agreement, is authorized and permitted under Mississippi law Section 79-29-1313.

6.3. The party seeking indemnification under (6.1) or (6.2) above must notify the indemnifying party within twenty (20) days in writing of any actual or threatened action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice within the required time period.

6.4. Employer and Uprise Health agree that: (i) Uprise Health does not render medical services or treatments to members; (ii) neither Employer nor Uprise Health is responsible for the health care that is delivered by EAP network providers; (iii) EAP network providers are solely responsible for the health care they deliver to members; (iv) EAP network providers are not the agents or employees of Employer or Uprise Health; and (v) the indemnification obligations of (6.1) or (6.2) above do not apply to any portion of any loss, liability, damage, expense, settlement, cost or obligation caused by the acts or omissions of EAP network providers with respect to members.

6.5. The indemnification obligations under (6.1) above shall not apply to that portion of any loss, liability, damage, expense, settlement, cost or obligation caused by Uprise Health's act or omission undertaken at the direction of Employer (other than Services described in this Agreement). The indemnification obligations under (6.2) above shall not apply to that portion of any loss, liability, damage, expense, settlement, cost or obligation undertaken by Employer at the direction of Uprise Health.

6.6. The indemnification obligations under this Section 6 shall terminate upon the expiration of this Agreement, except as to any matter concerning which a claim has been asserted by notice to the other party at the time of such expiration or within two (2) years thereafter.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT SHALL UPRISE HEALTH BE LIABLE TO EMPLOYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY

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CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT UPRISE HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.2. IN NO EVENT SHALL UPRISE HEALTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO UPRISE HEALTH PURSUANT TO THIS AGREEMENT AND ANY APPLICABLE STATEMENT OF WORK, AS APPLICABLE.

7.3. THE ABOVE IS PERMITTED AND LIMITED TO MISSISSIPPI LAW TITLE 11-CIVIL PRACTICE AND PROCEDURE, SECTION 11-46-15 LIMITATION OF LIABILITY.

8. INTELLECTUAL PROPERTY

8.1. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Employer under this Agreement or prepared by or on behalf of Uprise Health in the course of performing the Services, including any items identified as such in an SOW, except for any Confidential Information of Employer or employer materials, shall be owned by Uprise Health. Uprise Health hereby grants Employer a license to use Uprise Health's Intellectual Property Rights in Employer's Plan marketing materials and mobile applications free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Services. Employer's use of Intellectual Property Rights does not create any ownership right therein and all rights not granted to Employer are reserved by Uprise Health.

9. MISCELLANEOUS

9.1. **Amendment**. No amendment or modification of this Agreement shall be made, except as provided herein, without the prior written consent of the Parties; provided, however, Uprise Health may amend this Agreement upon prior written notice to Employer as required to make the Agreement compliant with applicable laws.

9.2. **Assignment**. Neither Party shall assign, delegate or subcontract any of its rights or obligations set forth in this Agreement without the prior written approval of the other Party, and such approval shall not be unreasonably withheld; provided, however, Uprise Health may assign this Agreement, or its obligations and/or rights under this Agreement to: (a) a successor without consent in connection with any merger, consolidation, sale of all or substantially all of the assets related to this Agreement or equity of the party or any other similar transaction, or (b) an Uprise Health affiliate or subsidiary without Employer's consent. Nothing in this Agreement, expressed or implied, is intended to confer any rights or remedies upon any other person or party other than the Parties or their respective successors.

9.3. **Suspension for Non-Payment.** Uprise Health reserves the right, to the extent allowed by applicable law, to suspend some or all of the Services it provides if Employer fails to timely pay any undisputed amounts due to Uprise Health under the Agreement, but only after Uprise Health notifies Employer of such failure and such failure continues for thirty (30) days or

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more after the payment due date. Suspension of Services shall not release Employer of its payment obligations under this Agreement. Employer agrees that Uprise Health shall not be liable to Employer or to any third party for any liabilities, claims, or expenses arising from or relating to suspension of Services resulting from Employer's non-payment.

9.4. **Dispute Resolution**. If the Parties are unable to informally resolve any dispute arising out of or relating to this Agreement, either Party may submit the dispute for resolution exclusively through confidential, binding arbitration, instead of through trial by court or jury, in Hinds County, Mississippi in accordance with the commercial dispute rules then in effect of the Judicial Arbitration and Mediation Services ("**JAMS**"). The arbitration shall be conducted on an expedited basis by a single arbitrator. In making decisions about discovery and case management, it is the Parties' express agreement and intent that the arbitrator at all times promote efficiency without denying either Party the ability to present relevant evidence. In reaching and issuing decisions, the arbitrator shall have no jurisdiction to make errors of law and/or legal reasoning. The Parties shall share the costs of arbitration equally, and each Party shall bear its own attorneys' fees and costs.

9.5. **Entire Agreement**. This Agreement and any exhibits attached hereto, which are incorporated into the Agreement by this reference, set forth the full and complete understanding of the Parties. This Agreement shall be binding upon the Parties and their respective successors and assignees. Except and subject to the right of succeeding governing authorities to void the contract.

9.6. **Force Majeure**. Uprise Health shall not be liable for any failure to meet any of the obligations or provide any of the Services or benefits specified or required under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of Uprise Health, its employees, officers or directors. Such contingencies include, but are not limited to: acts or omissions of any person or entity not employed or reasonably controlled by Uprise Health, its employees, officers or directors; acts of God; fires; wars; accidents; labor disputes or shortages; governmental laws, ordinances, rules, regulations, or the opinions rendered by any Court, whether valid or invalid.

9.7. **Governing Law**. This Agreement shall be governed by the laws of the state of Mississippi, and the Parties consent to venue and personal jurisdiction over them in Mississippi state courts and in U.S. District Court for the Southern District of Mississippi, as applicable, for purposes of construction and enforcement of this Agreement.

9.8. **Independent Contractors**. The relationship of the Parties shall be that of independent contractors or vendor-client, and nothing in this Agreement shall be construed as creating the relationship of partners, joint ventures, or employer/employee between the Parties.

9.9. **Insurance**. Uprise Health will obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by a company carrying on a similar business in a similar location, and for any other risks to which Uprise Health is normally exposed.

9.10. **Notices**. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

Notice to Employer: 219 S. President Street, Jackson, Mississippi 39201
Attention: Mayor Chokwe Antar Lumumba

Notice to Uprise Health:2 Park Plaza, Suite 1200

Irvine, CA 92614

Attention: Legal Department

9.11. **Records**. Employer acknowledges and agrees that Uprise Health or its affiliates or authorized agents shall have the right to use all documents, records, reports, and data, including data recorded in Uprise Health's data processing systems ("**Documentation**"), subject to compliance with privacy laws and regulations, including without limitation regulations promulgated pursuant to HIPAA. All Documentation is stored in Uprise Health's data warehouses, and may be de-identified as to members and employer identity for purposes other than administration of EAP Services, at Uprise Health's discretion. Employer is not compensated for any use of de-identified Documentation maintained in Uprise Health's data warehouse.

9.12. **Remedies**. All remedies, either under this Agreement, or by law or otherwise afforded to any Party, shall be cumulative and not alternative.

9.13. **Represented by Counsel**. The provisions of this Agreement have been examined by counsel for each Party, and no implication shall be drawn against any Party by virtue of the drafting of this Agreement.

9.14. **Severability**. In the case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9.15. **Survival**. Those provisions that expressly state, or by its nature is intended to survive, shall survive. Each Party shall promptly notify the other Party of any notice of lawsuit and or legal action pertaining to the Plan or its administration. Uprise Health shall work with Employer to respond to such complaints or inquiries, or where appropriate assist Employer in its response to such complaints, inquiries or legal action.

9.16. **Waiver**. The rights of any Party to enforce any provision hereof shall not be affected by its prior failure to require performance of that provision or any other provision, nor shall any right be deemed to havebeen waived unless the waiver thereof be in writing and signed by the Party making such waiver.

Signature page follows

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below, to be effective as of the Effective Date set forth above.

City of Jackson

By: _____

Print Name: _____

Title: _____

Date: _____

Integrated Behavioral Health, Inc., d/b/a Uprise Health.

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF SERVICES

I. **Included Services.** Uprise Health shall provide and Customer shall purchase the following Services pursuant to the terms of the Agreement between the parties and the pricing set forth in Exhibit B. Services to be provided for all eligible employees and their eligible dependents.

Customer Service and Account Management	
☒	**Implementation** (subject to separate fee as set forth in Exhibit B): Digital launch and implementation kit plus access to account team support.
☒	**Reporting & Analytics Dashboard:** An online dashboard that provides aggregated data about workforce and service utilization and demographics.
☒	**Member Communications:** Standard digital promotional material explaining Uprise Health tools and services will be available in the resource library. Assets will be created in English and priority assets translated into Spanish (additional languages available for a fee).
☒	**Technical Support:** Technical support for Uprise Health platform and websites available Monday through Friday from 8:00 a.m. – 5:00 p.m. (Pacific time)
☒	**Account Management Support:** Access to Account Manager team to support program needs.

Digital Mental Health Platform & Services	
Coaching and Therapy Services*	
✓	24/7 Phone line (unlimited member use)
✓	__6_ Group Sessions per member per calendar year (virtual)
✓	_6_ Therapy Sessions per member/per incident/per calendar year (Standard Phone Referral or virtual
✓	_6__Coaching Sessions
* Sessions cannot be transferred between coaching, group, and therapy. For example: a member can have 3 coaching, 3 group, and 3 therapy but not 6 coaching and 3 therapy.	
EAP Services	
✓	24/7 Phone Line (unlimited member use)
✓	Work-life and Wellbeing Resources
✓	Work-life Services (certain elements not included)
✓	Manager Resources
Health Platform	
✓	Wellbeing Check & Progress Tracking
✓	Personalized Care Plan
✓	Self-guided Digital Courses
✓	Coach-guided Digital Courses
✓	Live Mental Health Care
✓	Proactive Outreach Based on Member Wellness Assessment
✓	Whole Person Care
Digital Mental Health Platform & Services	

EAP Administration Agreement

Service	Description
24/7 Phone Line	24/7/365 telephone access to Uprise Health case management staff. During business hours, members who are in crisis will be connected with an Uprise Health case manager, who will arrange appropriate support. After hours answering services are available and calls can be triaged to licensed professionals for emergency care. We have a provision of translator services (240+ languages) and TDD/TTY services. Members that are in life threatening situations should immediately call 911 as they would do with any other medical/life emergency.
Coaching Sessions	Coaching can be self-booked within the digital platform using a real-time calendar system. Coaching is intended for members who want support with current stressful life events or for well employees who are looking to learn mental fitness skills. Coaching is designed to be approachable for all members. Coaches help members apply the skills from the digital library and introduce ways to strengthen mental health and wellbeing. Coaching is delivered via phone-based sessions.
Group Sessions	Group sessions can be self-booked, and, typically, there are between 50 – 100 chat rooms available at any time on a range of topics and there are live group sessions available daily. All sessions are led by a trained moderator. Members can choose either chat room or video-based group sessions and have the option to participate anonymously with the other participants.
Therapy Sessions	Members can call the Phone Line and are connected to one of Uprise Health's staff within thirty (30) seconds on average. Uprise Health staff assist the member by collecting any requirements to see a counselor in their area or virtually via phone or video. If the member requests a virtual session, they are provided with either access to our virtual counseling web portal where they can sign up immediately or referred to a network provider who conducts video sessions using their own technology. If they request an in-person session, then Uprise Health staff will provide a curated list of in-network counselors in their area. This list is confirmed on a regular basis with our provider network to ensure that it is up to date and that our members can be seen as quickly as possible.
EAP Services Description	
Work-life and Wellbeing Resources	Online access to work-life and wellbeing resources, which provide guides, newsletters, webinars, calendar, resource kits (Grief and Loss, Emotional First Aid, Hurricane Preparedness, etc.), educational materials, tools, and trainings that cover a wide range of popular topics for health, work-life, financial, legal, adult and elder care, children/parenting, and more. The portal includes access to an online savings center for discounts for services, events, and products. Also includes crisis alerts and support links for national events. On-demand webinars on various work-life, wellbeing, and personal development topics, which are available on the 1st day of each month and past topics are available for viewing at any time. A newsletter that covers work-life, wellbeing, and personal development topics available in English and Spanish only.

Work-life Services	Legal: One initial thirty (30) minute legal consultation per each separate legal matter at no cost for members. If the member and attorney or mediator agree to further representation, services will be provided at a twenty-five percent (25%) reduction from the standard hourly rate. Telephonic support and an extensive library of resources are also available. Financial: Thirty (30) days of access for each member to a personal financial expert who will work with the member toward financial wellness by identifying financial goals, assessing current financial situation, and providing a suggested detailed action plan. Caregiver: Comprehensive database for child, dependent and elder care look-up. No-obligation curated referral list or warm handover to our partner program who can provide dependent care for an additional fee. Fees depend on the services provided. Please contact us for a list of services and associated costs.
Manager Resources	Uprise Health prepares proactive communications and materials to help supervisors address current topics and trends, such as crisis response for COVID-19, social unrest, natural disasters (e.g., fires, flooding, tornados.), and more. Management Referrals: We provide a process for referring eligible employees with conduct or substance use issues to Uprise Health.
Health Platform Services Description	
Wellbeing Check	We use a World Health Organization wellbeing measure that gives an accurate assessment of high, moderate, or low levels. The measure takes less than a minute to complete and asks questions about sleep and energy to make it approachable for everyone, whether they are thriving or surviving. Customers can track their organization's wellbeing levels via Uprise Health reporting dashboard.
Personalized Care Plan	Each member receives a personalized care plan based on their preferences and Wellness Assessment levels. The care plan recommends skills/lessons from our digital library as well as the frequency of sessions with their coach or consultant. Members are recommended evidence-based courses to manage issues like depression and anxiety while high Wellness Assessment scored members are recommended courses to stay well and thrive using an approach called positive psychology.
Self-Guided Digital Courses	Uprise Health has a strong focus on only using evidence-based content. Each of the lessons has passed an evidence review and was written by a team of clinical psychologists. Each course is based on an established course that has been evaluated in at least one peer-reviewed scientific study and most courses have been evaluated in five (5) or more studies. To deliver the highest possible completion rates Uprise Health has focused on positive user experience and lessons are delivered via 3–5-minute videos and audios as well as interactive chatbot exercises based on best-practice adult learning principles.
Coach-Guided Digital	Members have the option of completing their digital courses with the support of a coach. The coach can create a personalized lesson plan and during the calls the

Courses	coach shows the member how to apply the skills. The goal of coach-guidance is improve accountability to practice the skills, which is linked to better behavioral outcomes.
Live Mental Health Care Navigator	Members are linked with a mental health Care Navigator during their onboarding. The Care Navigator's role is to provide live support and to assist the member in navigating their mental health journey. The Care Navigator can book coaching sessions or counselling sessions for the member.
Proactive Outreach based on Member Assessment Levels	Uprise Health proactively reaches out to members scoring below the clinical cutoff on the Wellbeing Check through Uprise Health Platform, to discuss support options available to members. If a member opts in, Uprise Health will proactively reach out to discuss available support options. For members who complete the Wellbeing Assessment and score in the low range, Uprise Health will proactively reach out to discuss available support options.
Reporting Dashboard	Online dashboard that provides aggregated data about workforce and service utilization and demographics.

Exhibit B

ADMINISTRATIVE SERVICES FEES

Customer:	City of Jackson

FEES: Customer shall pay the following pursuant to the terms and conditions of the Agreement.

Included	Description	Due	Amount
☒	Implementation Fee	20 days after invoice	$1,000
	EAP Administration Fees		
☒	**Per Employee Per Month ("PEPM") $2.16 per employee (with a minimum of 1,300 employees).**	☐ monthly ☐ quarterly ☐ semi-annually ☒ annually In advance	$33,696

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FEE FOR SERVICE ADD-ON SERVICES. Uprise Health may make the following Services available for an additional fee.

✓	Critical Incident Response
✓	Training and Training Coordination

Add-On Fee for Service Descriptions and Pricing	
Critical Incident Response (CIR)	CIR includes telephonic support for critical incidents via our 24/7 phone line as well as crisis support email communications for national disasters. Depending on the nature and scope of the event, the Uprise Health communication team will send email communications to targeted areas. Onsite or virtual crisis support can be purchased on a per hour basis and includes a range of supportive interventions designed to enhance a person's natural resilience, facilitating individual and workgroup return-to-work/return-to-functioning. The CIR service is provided by a trained specialist to respond to emergency situations such as an act of violence, health of a co-worker, robbery, or a natural disaster. CIR Services are provided by Uprise Health third-party provider and CIR fees are subject to change depending upon the third-party provider. Uprise Health will endeavor to promptly provide notification of any changes in the CIR fees.
CIR Pricing	• Standard Response Next Day: $300 per hour with two-hour minimum. • Same Day Response Outside of 2.0 hours: $350 per hour with two-hour minimum. • Immediate Response Within 2.0 hours: $450 per hour with two-hour minimum. Additional fees may apply for cancellations, bilingual counselors and remote locations (travel). **Cancellation Policy:** • **48 Hour Cancelation.** If Employer cancels or reschedules CIR services within forty-eight (48) hours of the originally scheduled appointment, Employer will pay a flat fee, per shift, based on the number of hours scheduled. Shifts cancelled or rescheduled on the date of service will be billed in full. • **Shifts Scheduled 4 Hours or Less.** In the event of canceled or rescheduled services within 48- hours of the originally scheduled time, Employer will pay flat fee of $350 per shift cancelled. The deadline for canceling or rescheduling services for a Monday shift is 12:00 noon on the preceding Friday, in the service area time zone. • **Shifts Scheduled Over 4 Hours:** In the event of canceled or rescheduled services within 48- hours of the originally scheduled time, Employer will pay flat fee of $500 per shift cancelled. The deadline for canceling or rescheduling services for a Monday shift is 12:00 noon on the preceding Friday, in the service area time zone.
Training	**Standard Training:** • Standard monthly and quarterly webinar trainings are included Services. For an additional fee, Uprise Health will provide on-site and virtual trainings on a wide variety of topics or can create a bespoke training program for you. Delivered by experienced presenters and created by a team of subject matter experts. Account Managers will provide training coordination to coordinate topics for trainings, the training organization, and communicate about trainings. **Employee and Supervisor Orientation Sessions:** • Annual, 30-minute virtual orientation hosted by Account manager.

	Quarterly Check-Ins: Inclusions are based on company size as follows: • Email check-ins with account team and phone or video review available upon request. **Virtual Health Fair Support:** Inclusions are based on company size as follows: • Virtual support for company health fairs.
Training Pricing	• Webinar per hour: o 3-week notice: $325 o 2-week notice: $375 o 1-week notice: $425 • In-person $550 per hour + travel • Custom Training: $50 per hour + actual cost of outside experts **Trainings Cancellation Policy:** o 7-10 days: $50 o 3-6 days: $100 o 0-3 days: Full training rate Training Services are provided by an Uprise Health third-party provider and fees are subject to change. Uprise Health will endeavor to promptly provide notification of any changes in the Training fees.

F0002
Fee: $ 500

Michael Watson
SECRETARY OF STATE

2024462414

Business ID: 1464347
Filed: 11/06/2024 04:35 PM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

Application for Certificate of Authority

Business Information

Business Type: Profit Corporation
Business Name: INTEGRATED BEHAVIORAL HEALTH, INC.
Business Email: central@northwestregisteredagent.com
Name Elected to use in Mississippi: IBH, Inc.
Period of Duration: Perpetual
State of Incorporation: CA
Date of Incorporation: 04/07/1999

NAICS Code/Nature of Business

561990 - All Other Support Services

Principal Office Address: 7533 S CENTER VIEW CT, STE N
WEST JORDAN, UT 84084

Registered Agent

Name: NORTHWEST REGISTERED AGENT, INC
Address: 270 TRACE COLONY PARK, STE B
RIDGELAND, MS 39157

Signature

The undersigned certifies that:
1) he/she has notified the above-named registered agent of this appointment;
2) he/she has provided the agent an address for the company, and;
3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***11/06/2024***.

Name:	***Address:***
Steven Jarmel *President*	270 Trace Colony Park STE B Ridgeland, MS 39157

Great news! Your foreign registration has been approved, and your corporation can now do business in Mississippi! A copy of your filing document is available in your secure online account.

Now that your corporation is officially registered with the Secretary of State, additional State agencies, such as the department of revenue or occupational licensing, may need to be informed that your foreign registration has been successfully completed.

Next year around this time you will receive an annual invoice for continuing registered agent service. The invoice will be available in your online account, where you can also make your payment.

Our Continuing Role

We are your corporation's registered agent in Mississippi, and we will receive service of process and other official State documents on your behalf. As documents are received we promptly scan and upload them, then notify you via email so you can view them close to real time.

If you are doing business in a state that requires an annual report, you will receive email reminders prior to the due date so your corporation remains active and compliant with the State. If you would prefer to not receive reminders and would like to hire us to manage your annual reporting, we will take away the stress and file on your behalf to ensure your company stays active and doesn't miss a beat.

What if I Want Additional Services?

Need to form another company? Register to do business in another state? File your annual renewal? Hire us to be your registered agent in a different state? With your online account you can add new services, monitor company documents, manage your business, pay an invoice, utilize the tools and pro filing tips we provide you, and so much more.

We appreciate your business. Please reach out if we can help support your business in Mississippi with additional services or help you expand to additional states.

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	INTEGRATED BEHAVIORAL HEALTH, INC.
Entity No.:	2159618
Registration Date:	04/07/1999
Entity Type:	Stock Corporation - CA - General
Formed In:	CALIFORNIA
Status:	Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 04, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 262817020

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

This Chart inserted into Order for minutes

City of Jackson
Employee Assistance Program (EAP) Comparison

	MEA CARES	UHC (Emotional Wellbeing Solutions)	RECURO Cordico	Modivo Zynia	Valley Health
Employee Assistance Program (EAP) Comparative Services					
Face to Face Counseling	3 per employee per year w/ a licensed professional	3 per employee per year	Up to 8 face to face or screen to screen per member, per issue	Up to 5 in person, phone or video consultations	3 Face to face therapy sessions per incident, 3 coaching sessions per year, 3 group sessions per year
Telephonic Counseling	Toll Free line with 24 hour access	Unlimited available 24/7, in the moment support	Unlimited available 24/7, in the moment support	Unlimited 24/7/365, answered within 30 seconds	Unlimited 24/7/365
Follow Up	not specified	within 6 hrs for at-risk members, 24 hrs for urgent issues, 10-15 days for routine concerns.	30, 60, 90 days after 8 visits are exhausted	not specified	Continuous, Care Navigators
Bereavement	As part of telephonic or face-to-face counseling	As part of telephonic or face-to-face counseling	As part of telephonic or face-to-face counseling	As part of telephonic or face-to-face counseling	As part of telephonic or face-to-face counseling
Online modules and coaching	N/A	Virtual coaching, virtual counseling, "calm" self-paced tool can help with emotions, sleep, mindful living,	Mindfulness tool kit, flash courses	The program offers easy to use educational tools and resources, online and through a mobile app	Care Navigators, online modules, orientation sessions, webinars, articles
EAP Website Resources	N/A	Personalized member website, get care, view benefits learn about wellbeing, activate counseling benefit, also includes mobile app.	Website, search center, savings center, wellbeing place	Website, search center, chat feature	We also provide valuable online resources, such as flyers, webinars, and articles on various topics.
Work Life Resources					
Work/Life Services	N/A	Workplace support services provided to restore balance, promote resiliency, & optimize performance. In-home assessment or telephonic case management ($0.20 per employee per month)	Work life support services offered on personalized basis but have self-serve option via the web and mobile platforms	Job relocation, building relationships with co-workers and managers, navigating through reorganization	Relationship Building, Fostering Health Workplaces, Diversity, Conflict Resolution, Sexual Harassment, Workplace Effectiveness, Management Strategies, COVID in the Workplace
Child and Eldercare Referral	N/A	Part of Work/Life Services	work life consultant assigned to assess, guide & refer	Included in Family Services	Included in Family Services
Employee Discounts	N/A	N/A	N/A	N/A	Employee Discounts
Medical Bill Negotiation Tools	N/A	N/A	N/A	N/A	Yes, via the Care Navigator
Legal & Financial					
Legal Consultation	N/A	Can choose from network of over 23,000 attorneys, 30 min telephonic or in person consultation per separate legal issue per year. Can retain attorney for 25% below firm's rates.	unlimited telephonic, one free 30-minute face-to-face consultation.	issues related to civil, personal & family law, financial matters, real estate & planning	30-minute legal consultation per issue, Discounts on hourly rates, Legal forms, Will prep, Educational classes
Financial Consultation	N/A	2 free 30 min telephonic financial consultations with money coaches per issue per yr. Online stress assessment, financial calculators & modeling, self-guided learning module & financial library	Access to CPA's includes financial management, financial counseling hotline, debt reduction, home buying, budgeting, financial planning, etc.	Budgeting, financial guidance, retirement planning, buys or selling home, tax issues	30 days of access to our financial resource network, Personal money coaching. Online interactive calculato
Identity Theft	N/A	Free 60 min consultation, 7 emergency response activities to restore identity & credit. Free identity theft emergency response kits	Telephonic access to identity recovery professionals to assess situation, create immediate action plan & implementation.	Identity theft prevention tips and help from a financial counselor if you are victimized	Fraud resolution specialist, Emergency Response Kit, Identity monitoring program, fraud alerts, credit monitoring, 24/7 monitoring of all credit activity as reported by TransUnion, new credit inquiries monitored on a daily basis. Alerts are sent, via email or text, for any detected activity.
Will Preparation	N/A	Part of Legal Consultation benefit	Part of Legal Consultation benefit	Part of Legal Consultation benefit	Part of Legal Consultation benefit
Resources for Managers					
Introductory Employee Orientation	Written notification to employee & dependents of services	Brochures, posters, video, newsletters, wallet cards, digital tools	Welcome email	Mobile App Flyers	monthly newsletters, orientation sessions, welcome kits, and leadership training
Supervisor/Employee Training	Brochure & User guide	Manager Toolkit, On-Demand app based training.	N/A	N/A	Dedicated Account Mgmt Team& Client Success Team, executes communication plan, digital app & resources, orientation sessions, leadership training
Critical Incident Response Services	Unlimited on-site critical incident stress debriefing per contract year within 48 hrs of crisis	Includes preventive measures, assistance during crises and post-incident support. Available 24/7/365. $25 per hr plus $100 per hr for travel	N/A	N/A	Critical Incident Response and Training hours available at a fee for service rate
Supervisor/Manager Telephonic Consultation	Brochure & User guide	Unlimited support, for workplace issues, performance management, disruptions, and organizational change.	N/A	N/A	Dedicated Account Mgmt Team, reports, dashboards & regular check ins, less than 24 hour response
EAP Referrals	Referral for treatment (when appropriate & available) with network provider.	Work with management consultants in coordinating workplace referrals	Referral for treatment (when appropriate & available) with network provider.	Referral for treatment (when appropriate & available) with network provider.	Referral for treatment (when appropriate & available) with network provider.
Utilization Reports (Employer)	Monthly utilization reports emailed	Executive summary, engagement, population trends, satisfaction & outcome measures.	Utilization reporting provided	N/A	Executive summary, dashboard, engagement, population trends, satisfaction & outcome measures.
EAP Promotional Materials	Brochures, posters and user guide.	Brochures, posters, video, newsletters, wallet cards, digital tools	Drip campaigns, flyers, brochures	Brochures, posters and user guide.	Brochures, posters and user guide, video, orientations, .
Cost	3 Session PEPM & Family @ $2,000 per month for a total of $24,000 per year (based on 2400 FT employees)	3 Sessions @ $1.01 PEPM (3% escalator for yrs 2 & 3)	$3.00 PEPM	$.76 PEPM	$2.16 PEPM with a 3-year contract $1,000 one-time implementation fee

Note: This is a brief comparison. Please refer to the specific vendors and contracts for full disclosure.

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OFFICE OF THE CITY ATTORNEY

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH JACKSON STATE UNIVERSITY (JSU) TO ALLOW THE JACKSON POLICE DEPARTMENT (JPD) TO PROVIDE SERVICES DURING JSU'S 2024 FOOTBALL ATHLETIC EVENTS

WHEREAS, JPD recommends that the governing authority for the City of Jackson authorize the Mayor to execute a MOU with JSU to foster a relationship of cooperation and mutual support to maintain a safe environment for all attendees of JSU football events. The MOU establishes specific procedures to follow when certain incidents occur at or during JSU football-related events; and

WHEREAS, the parties agree JPD will provide 25 or more officers (including one supervisor), i.e., assigned officers, depending on the security needs of the event. The assigned officers will only work eight (8) hour shifts at a time, except for the weekend of November 2, where assigned officers will work twelve (12) hour shifts for each game; and

WHEREAS, at no time shall any assigned officer work an excess of sixteen (16) hours consecutively and any time beyond the eight (8) and twelve (12) hour shifts, assigned officers will provide any other services outside of working the game; and

WHEREAS, all JPD officers shall be paid according to the following rate:

Rank	**Rate**
Police Recruit	**$36.06**
Police Officer	**$37.14**
Police Officer II	**$38.22**
Police Corporal	**$40.38**
Police Sergeant	**$42.55**

WHEREAS, Services was requested based on the following schedule:

JSU vs. Lane College (September 7, 2024)

JSU vs. Southern University (September 14, 2024)

JSU vs. Florida A&M University (October 19, 2024)

JSU vs. Arkansas Pine Bluff (November 2, 2024)

JSU VS. MS Valley University (November 9, 2024)

***SWAC Championship** (TBD)

**Services for the SWAC Championship are subject to JSU's participation in the SWAC championship game and the selected location for the event. In the event JSU is selected and the game is hosted at Veterans Memorial Stadium, the parties may*

Agenda Item No.: 24
11.19.24
(Wade, Lumumba)

amend the terms of this Agreement and understanding in writing to the extent necessary.

WHEREAS, JPD agrees to submit their invoice for services rendered within seven (7) business days after the date of the event. However, all invoices must be submitted within the fiscal year the work accrued. JSU agrees to pay full amounts at the respective overtime rate, to those officers who accrue overtime, no later than forty-five (45) days after receipt of the invoice. As set forth in the Miss. Code Ann. § 31-7-305(3), if payment is not made within that time, JSU shall be liable to the JPD, in addition to the amount of the invoice, for interest at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to JPD. Each invoice shall set out the following:

- full names of all officers and supervisors that provided services;
- position/rank of each officer and the hourly rate of pay;
- date, time, and location of services rendered;
- number of hours of services provided by the officer;
- total amount due to the officer; and
- any other information deemed necessary or relevant by JSU.

WHEREAS, upon the execution of this Agreement, if there is any outstanding balance owed to JPD for providing security services for the JSU vs. Lane College (September 7, 2024), JSU vs. Southern University (September 14, 2024), and JSU vs. Florida A&M University (October 19, 2024) games, as set forth in this MOU, JPD agrees not to assess a penalty fee. However, a penalty will be assessed for any remaining games or events where payment is not rendered within forty-five (45) days after the invoice date; and

WHEREAS, JSU agrees to notify and provide JPD with any information that may come to its knowledge or possession regarding any act contrary to the terms and conditions of this MOU. JSU also agrees to notify JPD of any questionable acts or omissions, or any other allegation of the same, by any JPD officer. JSU shall deliver to JPD written notice and copies of any complaints, charges, or any other accusations or allegations of wrongdoing, whether civil or criminal in nature, which JSU becomes aware of regarding any JPD officer rendering services under this MOU. JSU agrees to cooperate with JPD in any investigation conducted by JPD into the character and fitness of any officer. Any notice under this provision shall be given no later than 14 days after the act or inaction requiring notice; and

WHEREAS, to the extent permitted and authorized by the applicable law, JSU agrees to indemnify and hold City harmless from and against any claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever. This includes any of the previous in the event of death or injury to persons; damage to property, natural resources, or the environment; and costs arising out of or in connection with or caused by the negligence, willful misconduct, or breach of this Agreement by JSU. To the extent permitted and authorized by the applicable law, JSU further agrees to indemnify and hold

harmless the City for all penalties, fines, and other obligations, which may be imposed by regulatory agencies because of JSU's negligence or wrongful failure to perform; and

WHEREAS, any late fees for payments not made within forty-five (45) days of receipt of the invoice as noted above shall be paid in accordance with Miss. Code Ann. Section 31-7-305(3), as amended. JSU shall be responsible for initiating the penalty payments required by Section 31-7-305(3), and shall use this subsection as authority to make such payments. Any provisions to the contrary are null and void.

IT IS ORDERED, and hereby ratified, that the Mayor is authorized to execute a MOU with JSU to allow JPD to provide security services for the 2024 football athletic events as outlined in this Order and the MOU.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 24, 2024

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER AUTHORIZING THE MAYOR This Memorandum of Understanding ("MOU") constitutes the Agreement between Jackson State University, a Mississippi Institution of Higher Learning ("JSU"), 1400 John R. Lynch Street, Jackson, Mississippi and the City of Jackson for services of the Jackson Police Department ("JPD") during JSU's 2024 Football Athletic Events.
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	2.CRIME PREVENTION 7.QUALITY OF LIFE
3.	**Who will be affected**	JACKSON POLICE DEPARTMENT
4.	**Benefits**	Allows for the Jackson Police Department to provide security and Police escorts for athletic events for JSU. Also will ensure safety of participants, students and the general public.
5.	**Schedule (beginning date)**	UPON COUNCIL APPROVAL
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ ▪ **Project limits if applicable**	ALL WARDS CITY WIDE N/A
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	JACKSON POLICE DEPARTMENT CITY LEGAL
8.	**COST**	N/A
9.	**Source of Funding** ▪ **General Fund X** ▪ **Grant** ▪ **Bond** ▪ **Other**	N/A
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ____ AABE _____% WAIVER yes ___ no ___ N/A ____ WBE _____% WAIVER yes ___ no ___ N/A ____ HBE _____% WAIVER yes ___ no ___ N/A ____ NABE _____% WAIVER yes ___ no ___ N/A ____

Assistant Chief of Police
Vincent Grizzell

JACKSON POLICE DEPARTMENT
Chief of Police Joseph Wade

Assistant Chief of Police
Wendell Watts

Memorandum

TO: Chokwe A. Lumumba, Mayor

FROM: Joseph Wade, Chief of Police 10/04/2024

DATE: Thursday, October 24, 2024

RE: Memorandum of Understanding JSU & JPD 2024 Football Athletic Events

The attached Order is a Memorandum of Understanding between Jackson State University, a Mississippi institute of Higher Learning (JSU) located at 1400 John R. Lynch Street, Jackson, Mississippi and the City of Jackson for services of the Jackson Police Department (JPD) during Jackson State University's 2024 Football Athletic Events.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH JACKSON STATE UNIVERSITY (JSU) TO ALLOW THE JACKSON POLICE DEPARTMENT (JPD) TO PROVIDE SERVICES DURING JSU'S 2024 FOOTBALL ATHLETIC EVENTS** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*

10/28/24
Date

THE CITY OF
JACKSON
MISSISSIPPI

Memorandum of Understanding

Jackson State University | Jackson Police Department

This Memorandum of Understanding ("MOU") constitutes the Agreement between Jackson State University, a Mississippi Institution of Higher Learning ("JSU"), 1400 John R. Lynch Street, Jackson, Mississippi and the City of Jackson for services of the Jackson Police Department ("JPD") during JSU's 2024 Football Athletic Events.

1. **Purpose.** The parties seek to foster a relationship of cooperation and mutual support to maintain a safe environment for all attendees of JSU football events. The MOU establishes certain procedures to be followed when certain incidents occur at or during JSU football related events.

2. **Scope.** This Agreement does not cover events that occur outside the scope described in this Section 3 and 4 of this memorandum, as the parties fully understand the nature and scope of their authority and control at all times prior to and during game-day events. Any services offered or provided by JPD or JPD officers outside of these pre-approved events must be memorialized in a separate agreement.

3. **Services.** The parties agree JPD will provide 25 or more officers (including one supervisor), i.e., assigned officers, depending on the security needs of the event. The assigned officers will only work eight (8) hour shifts at a time, except for the weekend of November 2, where assigned officers will work twelve (12) hour shifts for each game. At no time shall any assigned officer work an excess of sixteen (16) hours consecutively, and any time beyond the eight (8) and twelve (12) hour shifts, assigned officers will provide any other services outside of working the game. JPD will be responsible for scheduling assigned officers to support its operations and provide accurate coverage of the event at all times for the following services.

As of the date of signing this MOU, up to twenty-five (25) JPD officers are required for each game event referenced herein and shall include the following services:

- Law enforcement and traffic control services for (non-private) areas surrounding Veterans Memorial Stadium.

- Assigned post throughout the event space.

- Limited law enforcement services on the premises of the Mississippi Veterans Memorial Stadium subject to direction of the Chief of JSU Department of Public Safety. In order to fully cooperate with all law enforcement agencies, JSU must provide a Special Event Talkgroup through the MSWIN Administrator to be shared with each user agency supporting games. This will allow interoperable communications across the event for law enforcement personnel.

- JPD will provide additional escort services for the football teams, bands, coaches, and referees.

JPD will also provide additional security services at JSU tailgate events for each home game.

- For the weekend of November 2, JPD will provide up to 23 assigned officers for the Homecoming Parade. Then, for the game-day event, JPD will provide security services as outlined in Section 3 and 4 of this memoranda. JPD will submit two invoices, one for the Homecoming Parade and the other for the services provided pursuant to this agreement.

- The name of each designated officer shall be provided at least three (3) days prior to each game event so that post assignments may be made timely. However, post assignments may be modified as needed by the Chief of JSU Department of Public Safety or his designee.

- The University reserves the right to decline the services of any specific officer.

4. **Compensation.** All JPD officers shall be paid at the following rate :

RANK	HOURLY RATE
Police Recruit	$36.06
Police Officer	$37.14
Police Officer II	$38.22
Police Corporal	$40.38
Police Sergeant	$42.55

Nothing is the MOU shall be construed as JPD officers serving as employees of JSU.

Services are requested based on the following events schedule:

JSU vs. Lane College (September 7, 2024)

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JSU vs. Southern University (September 14, 2024)

JSU vs. Florida A&M University (October 19, 2024)

JSU vs. Arkansas Pine Bluff (November 2, 2024)

JSU VS. MS Valley University (November 9, 2024)

***SWAC Championship** (TBD)

**Services for the SWAC Championship are subject to JSU's participation in the SWAC championship game and the selected location for the event. In the event JSU is selected and the game is hosted at Veterans Memorial Stadium, the parties may amend the terms of this Agreement and understanding in writing to the extent necessary.*

Officers providing services under this MOU will be assigned and expected to work 8 hours per event and 12 hours for the weekend of November 2, as indicated in the schedule above. JSU shall provide a sign-in sheet at each event for each officer to sign at check-in and check-out times. Each officer must sign-in and out individually in his or her own handwriting. JSU will provide a copy of the sign-in sheet to JPD immediately following the event.

JPD agrees to submit their invoice for services rendered within seven (7) business days after the date of the event. However, all invoices must be submitted within the fiscal year the work accrued. JSU agrees to pay full amounts at the respective overtime rate, to those officers who accrue overtime, no later than forty-five (45) days after receipt of the invoice. As set forth in the Miss. Code Ann. § 31-7-305(3), if payment is not made within that time, JSU shall be liable to the JPD, in addition to the amount of the invoice, for interest at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to JPD. Each invoice shall set out the following.

- full names of all officers and supervisors that provided services;
- position/rank of each officer and the hourly rate of pay;
- date, time, and location of services rendered;
- number of hours of services provided by the officer;
- total amount due to the officer; and
- any other information deemed necessary or relevant by JSU.

Nothing in this Agreement shall operate to limit JPD's right to pursue any other legal remedies against JSU available under Mississippi law for the payment of amounts due or injuries sustained under this Agreement.

Upon the execution of this Agreement, if there is any outstanding balance owed to JPD for providing security services for the **JSU vs. Lane College** (September 7, 2024), **JSU vs.**

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MISSISSIPPI

Southern University (September 14, 2024), and **JSU vs. Florida A&M University** (October 19, 2024) games, as set forth in this MOU, JPD agrees not to assess a penalty fee. However, interest will be assessed for any remaining games or events where payment is not rendered within forty-five (45) days after receipt of the invoice where the invoice includes all required information and said invoice is undisputed.

All invoices submitted shall include, but not limited to the following: officer's name; the date of services; the time of sign-in; the time of sign-out; and the stationed location.

5. **Security Concerns.** JSU and JPD will make reasonable efforts to communicate anticipated problems or concerns about security in a timely fashion. Concerns and communications may include the following:

- JSU shall inform JPD of anticipated or potential disturbances based on rivalry, potential sell-outs, or any other matter that may reasonably lead JSU's Chief of JSU Department of Public Safety or a designee to suspect that additional security may be needed or that JPD should be warned.
- JSU Public Safety and JPD shall convene and develop security schedules to ensure sufficient police security is in place at a reasonable time before the start of an event. Roll-call for all assigned JPD personnel shall be conducted no later than 3 hours prior to the commencement of each game.
- While serving as security, all JPD officers shall report to and be directed by JSU Public Safety.
- In the event a tragedy, calamity, or other serious disturbance occurs requiring additional police officers or services, the parties agree to cooperate and provide mutual support in all related efforts. Upon declaration of either of the above by JSU, the parties may act at the command and direction of their respective supervisors.

6. **Duty to notify.** JSU agrees to notify and provide JPD with any information that may come to its knowledge or possession regarding any act contrary to the terms and conditions of this MOU. JSU also agrees to notify JPD of any questionable acts or omissions, or any other allegation of the same, by any JPD officer. JSU shall deliver to JPD written notice and copies of any complaints, charges, or any other accusations or allegations of wrongdoing, whether civil or criminal in nature, which JSU becomes aware of regarding any JPD officer rendering services under this MOU. JSU agrees to cooperate with JPD in any investigation conducted by JPD into the character and fitness of any officer. Any notice under this provision shall be given no later than 14 days after the act or inaction requiring notice.

THE CITY OF
JACKSON
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7. **Modification or breach of contract.** Any modifications to this MOU shall be in writing and executed by authorized representatives of both parties. For clarity, full execution by JPD may be subject to approval by the governing authority for the City of Jackson. In the event of material breach, the MOU shall be terminable at the option of the non- breaching party. For purposes of the MOU, material breach shall be limited to the following events:

- failure of JSU to pay undisputed amounts due for officers and supervisors providing security services under this Agreement within forty-five (45) days of receiving an invoice and
- failure of JPD to provide officers and supervisors for a designated event as agreed prior to each event.

8. **Police Powers.** JPD officers will have normal and usual police power, authority, and discretion. The following constitutes the understanding.

- JPD officers who provide services at JSU football events will have all normal and usual authority to arrest, serve, and protect the citizens of Jackson and attendees of the event.
- No JSU officer or JSU official (or employee) may interfere with any JPD officer's authority and discretion to enforce laws of the State of Mississippi or the ordinances of the City of Jackson.
- The Chief of JSU Department of Public Safety may advise JPD officers and supervisors as to matters concerning their duties at JSU football events.
- Neither the City of Jackson nor JPD assumes liability for the actions or inactions of JSU law enforcement, security, staff, or administration.
- JSU assumes no liability for the actions or inactions of the City of Jackson or JPD employees, officials and administration outside of the scope and terms of this Agreement.

9. **Value of Contract.** The aggregate value of this MOU for services shall not exceed the maximum amount of **$46,800**. This amount is based on the rate as outlined in Section 4 of the Agreement. Based on the schedule and hours of service proposed, the hours of service requested include **8** hours for **5** games and **12** hours for one game versus Arkansas Pine Bluff – a total of 52 hours per officer during the term of the agreement.

10. **Governing Law.** The Parties recognize and agree that Jackson State University is a Mississippi Institution of Higher Learning and that this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi, including

Opinions of the Mississippi Attorney General. Any provision contained in this Agreement and any policy, Agreement or term referenced herein which is contrary to Mississippi law is void and unenforceable.

11. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, e-verify, and nondiscrimination.

12. **Conflict of Interest.** This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting, or creating of the Agreement on behalf of the University is an employee, consultant, or agent of any other party to this Agreement. Should this Agreement violate any Mississippi Conflict of Interest law, the Agreement may be declared void.

13. **Failure of Legislature to Appropriate.** If the University's performance under this Agreement depends upon the appropriation of funds by the Mississippi Legislature,

and if the Legislature fails to appropriate or reduces its appropriation, then the University may provide written notice of such non-appropriation or reduction in necessary appropriation and cancel this Agreement without further obligation of the University.

14. **Force Majeure.** The Parties are excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses, incompatible or defective equipment, and software or services not supplied or controlled directly by either party. This Force Majeure clause applies to both parties and will relieve both parties under the conditions stated in this paragraph.

15. **Termination.** This MOU shall commence on the date executed and shall continue through November 9, 2024 or until the last game event is played whichever is later. The University or JPD may terminate performance of work under this contract in whole or, from time to time, in part if the parties determines that a termination is in the parties' interest. The parties shall give written notice of the termination specifying the part of the contract terminated and when termination becomes effective.

Company's Obligations. Company shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Company will stop work to the extent specified. Company shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Company shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Company to assign Company's right, title, and interest under terminated orders or subcontracts to the University. Company must still complete

the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

16. Indemnification. To the extent permitted and authorized by the applicable law, JSU agrees to indemnify and hold City harmless from and against any claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever. This includes any of the previous in the event of death or injury to persons; damage to property, natural resources, or the environment; and costs arising out of or in connection with or caused by the negligence, willful misconduct, or breach of this Agreement by JSU. To the extent permitted and authorized by the applicable law, JSU further agrees to indemnify and hold harmless the City for all penalties, fines, and other obligations, which may be imposed by regulatory agencies because of JSU's negligence or wrongful failure to perform.

17. Insurance. Contractor shall maintain general liability insurance and workers' compensation insurance to the extent required by applicable law.

18. Entire Agreement. This Agreement and the attached Mississippi state agency addendum shall constitute the full, complete, and entire Agreement between the parties with respect to the subject matter of the Agreement. The provisions of this Agreement supersede all prior or contemporaneous, oral or written, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement.

Agreed:

JACKSON STATE UNIVERSITY

_____ _____

Ashley Robinson | *Athletic Director* Date

CITY OF JACKSON, MISSISSIPPI

_____ _____

Chokwe A. Lumumba | *Mayor* Date

Mandatory Mississippi State Agency Provisions Addendum to All Jackson State University Contracts

MISSISSIPPI STATE AGENCY PROVISIONS. This Addendum is entered into between Jackson State University, a Mississippi Institution of Higher Learning, 1400 John R. Lynch Street, Jackson, Mississippi ("JSU" or "University") and The City of Jackson, ("Company" or "Contractor") and is an integral part of the contract between the parties. The parties recognize and agree that the University is a Mississippi Institution of Higher Learning and that this Agreement is governed and controlled by the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General. Any provision contained in this Agreement and any policy, Agreement or term referenced herein, which is contrary to Mississippi law is void and unenforceable.

1. **Contracting Authority.** Each party represents that it (a) has the power and authority and the legal right to enter into this Agreement and perform its obligations hereunder, and (b) has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party and constitutes a legal, valid and binding obligation of such party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

2. **Payment.** The University agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated Section 31-7-301, et seq., as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. The Company's invoices shall be submitted to the University using the processes and procedures identified by the University. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and shall remain responsible and liable for full performance after the invoice date. The Company understands and agrees that the State and JSU are exempt from the payment of taxes.

3. **Late Fees.** Any late fees for payments not made within forty-five (45) days of receipt of the invoice as noted above shall be paid in accordance with Miss. Code Ann. Section 31-7-305(3), as amended. JSU shall be responsible for initiating the penalty payments required by Section 31-7-305(3), and shall use this subsection as authority to make such payments Any provisions to the contrary are null and void.

4. **Unauthorized Payments.** The University does not agree to pay extra compensation, fees, or allowances after service has been rendered or a contract has been made, or for any payment not authorized by law.

5. **Failure of Legislature to Appropriate.** If The University's performance under this Agreement depends upon the appropriation of funds by the Mississippi Legislature, and if the Legislature fails to appropriate or reduces the amount of the funds necessary for performance, then the University may provide written notice of such non- appropriation, or reduction and cancel this Agreement without further obligation of the University.

6. **Force Majeure.** The Parties are excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its control, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, computer viruses, incompatible or defective equipment, software or services not supplied or controlled directly by either party, governmental regulation or advisory, recognized health threats (i.e., disease outbreaks, epidemics or pandemics) as determined by the World Health Organization, the Centers for Disease Control, local government authority or health agencies, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations or conditions or similar ones prevent, dissuade, or unreasonably delay performance of this Agreement, rendering performance of this Agreement by a party illegal, impossible, inadvisable, or commercially impracticable. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

7. **E-Verify.** The parties represent and warrant that each will ensure its compliance with the Mississippi Employment Protection and will register and participate in the status of verification system for all newly hired employees.

8. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, and nondiscrimination.

9. **Conflict of Interest.** This Agreement is subject to Mississippi Code Annotated Section 25-4-101, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting or creating of

the Agreement on behalf of the University is an employee, consultant, or agent of any other party to this Agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.

10. **Records.** The parties shall retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years. Further, such records will be available at reasonable times for inspection and audit by the University during the term of this Agreement and for three (3) years thereafter. A copy of the records shall be provided at the University Offices in Jackson, Mississippi, upon request.

11. **Public Records.** Jackson State University is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. §25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq. If a public records request is made for any information provided to JSU pursuant to the Agreement, JSU shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law. It is also recognized that JSU is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq., and is required to provide public access to its financial information and expenditures through the Institutions of Higher Learning Accountability and Transparency website.

12. **Breach of Contract.** In the event either party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days written notice to the breaching party. Such termination shall not prejudice the non-breaching party's right to pursue any and all other legal or equitable remedies available to it. In the event of breach:

- the parties do not waive its sovereign immunity. JSU shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties. Miss. Code Ann. § 11-46-1, et seq.
- the parties do not waive its Constitutional Eleventh (11th) Amendment immunity. U.S. Const. Amend. XI.
- Any references to the parties waiving its right to a trial by jury are deleted. Miss. AG Op., Chamberlin (October 18, 2002).

- Any references to the parties limiting or waiving any common law warranty are deleted. Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

- Any references to the parties limiting damages, remedies or waiving any claim are deleted. Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

- Any references to the parties waiving any cause of action it may have against Company or any other party as a result of Company's breach of the contract, or Company's own negligence or willful misconduct or the negligence or willful misconduct of Company's employees or agents are deleted. Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

- Any references to the parties submitting to binding arbitration are deleted. Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

- Any references to payment of attorney's fees by the parties are deleted, unless determined by court of competent jurisdiction. Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).

13. **Insurance.** Contractor shall maintain general liability insurance and workers' compensation insurance to the extent required by applicable law.

14. **Venue**. University contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

15. **Entire Agreement**. The City of Jackson Security Services Agreement, together with the above-referenced Mississippi State Agency Provision Addendum, appendices, addenda and exhibits attached hereto and incorporated herein, is the entire Agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written. If there are any conflicting terms and conditions between the Agreement and Addendum, the Addendum shall prevail.

JACKSON STATE UNIVERSITY **CITY OF JACKSON**

SIGNATURE: _____ SIGNATURE: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

25

OFFICE OF THE CITY ATTORNEY
11-19-24

ORDER AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE AS A SERVICE LICENSING AGREEMENT WITH IMAGETREND, LLC TO PROVIDE THE JACKSON FIRE DEPARTMENT WITH A SOFTWARE BILLING SOLUTION THAT INTEGRATES WITH THE CITY'S COST RECOVERY PROGRAM.

WHEREAS, ImageTrend offers a software as a service billing solution designed for EMS agencies and fire departments. This software will interface with systems JFD already has in place and will integrate with Fire Recovery USA's cost recovery software to quickly begin the cost recovery claims' process as data is collected on the scene in real-time. This will ensure that claims are filed as quickly as possible so that the City can recoup its expenses in a timely manner; and

WHEREAS, an .xml formatted file in Fire Recovery USA's specific format will be automatically exported to their SFTP location based on specific criteria being met on the National Fire Incident Reporting System (NFIRS) report (i.e., incident status is "ready for billing," incident is locked, etc.); and

WHEREAS, ImageTrend will charge a one-time fee of Six Hundred Seventy-Five Dollars ($675.00) for the setup of modules and implementation of the software. There will then be a recurring yearly charge of Two Thousand Five Hundred Dollars ($2,500.00). The total charge for the initial setup and one-year of usage is Three Thousand One Hundred and Seventy-Five Dollars ($3,175.00); and

WHEREAS, the City specifically rejects any sections, attachments, addenda, and/or any language contained in the agreement that seeks to limit the City's ability to recover based on the breach of any warranties that arise by operation of law. Further, the City specifically rejects any language that seeks to limit the City's ability to make full use of local, state, and/or federal law regarding its ability to recover damages; and

WHEREAS, it is in the best interests of the City of Jackson that the Mayor be authorized to execute the licensing agreement discussed in this Order with ImageTrend.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute the software as a service licensing agreement discussed in this Order. Said agreement shall cost a total of Three Thousand One Hundred and Seventy-Five Dollars ($3,175.00) for the first year. Following the first year, the yearly fee shall be Two Thousand Five Hundred Dollars ($2,500.00) subject to ImageTrend's right to perform a yearly price increase.

IT IS FURTHER ORDERED should a price increase occur the price increase shall not exceed seven percent (7%) of the price currently in effect. Should JFD no longer need this service, the City may unilaterally terminate the agreement upon thirty (30) days' written notice provided to ImageTrend. This agreement shall be governed by and interpreted in accordance with the laws of the state of Mississippi. Any dispute relating to this agreement shall be held in a court of competent jurisdiction located within Hinds County, Mississippi.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document(s) and/or agreement(s) that may be needed to effectuate this Order.

Agenda Item No.: 25
11.19.24
(Owens, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH IMAGETREND TO PROVIDE THE JACKSON FIRE DEPARTMENT WITH A BILLING SOLUTION DESIGNED TO AID IN COST RECOVERY.**
2.	**Purpose**	Execute a service agreement with ImageTrend to provide billing solution to aid in cost recovery
3.	**Who will be affected**	Jackson Fire Department
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon approval by Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Jackson Fire Department
8.	**COST**	$3,175
9.	**Source of Funding** ▪ **General Fund** ☒ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Willie Owens, Fire Chief

DATE: November 5, 2024

RE: Order Authorizing Service Agreement

The attached agenda item is to authorize a service agreement with ImageTrend to provide the Jackson Fire Department with a billing system designed to aid in Cost Recovery.

If you have any questions or concerns, please let me know.

WO/at

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 11/14/24

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE AS A SERVICE LICENSING AGREEMENT WITH IMAGETREND, LLC TO PROVIDE THE JACKSON FIRE DEPARTMENT WITH A SOFTWARE BILLING SOLUTION THAT INTEGRATES WITH THE CITY'S COST RECOVERY PROGRAM** legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*

Sondra Moncure, *Special Assistant* 11/14/24

Justin Powell, *Deputy City Attorney* JP 11-14-24

11/14/24
Date

PIGGYBACK AGREEMENT

Contract Details			
Master Contract Number ("Master Contract")	37670	Piggyback Contract Number	00010194.0

This Piggyback Agreement (hereinafter referred to as this "Agreement" or "Piggyback") is binding as of the date executed by the last of the parties named below:

BETWEEN: ImageTrend, LLC, a Minnesota corporation (hereinafter "ImageTrend")

AND: **Jackson Fire Department** (hereinafter "Client")

The Client and ImageTrend mutually agree establish a contractual relationship between Jackson Fire Department and ImageTrend, LLC based on the terms first established between Mississippi State Department of Health ("System Administrator") and ImageTrend.

Purpose. The purpose of this Piggyback is to procure the following items as outlined below in the Price Sheet attachment. The good delivery date or service period(s) will begin on the date of the last signature hereto ("the Effective Date").

Master Contract Incorporated by Reference. The body of the Master Contract excluding Article 3 and 4 and all exhibits are hereby incorporated by reference as the terms for this Piggyback. The attachments and exhibits to this Agreement replace the exhibits and attachments of the Master Contract, for purposes of this Agreement. Where the System Administrator's name appears in the Master Contract, for purposes of this Agreement, all instances are replaced with the Client's name as detailed in this Agreement. The attachments and exhibits to this Agreement, and the incorporated body of the Master Contract as detailed in this section, form the complete Agreement between the Parties related to the topics herein.

System Administrator's Rights. To the degree this Piggyback Agreement is made with Client to use functionality or make decisions regarding the modification, disposition, operation, usage, or non-usage of goods or services originally procured for Client by System Administrator or other party to the Master Contract (e.g. System Administrator's ImageTrend provided software systems), Client's rights are subordinate to those of the parties to the Master Contract. To the degree Client's requests require modification or otherwise impact the parties to the Master Contract, Client must seek and obtain written permission from the affected parties in the Master Contract (i.e. System Administrator). Should System Administrator deny this permission, ImageTrend may rightfully withhold performance under this Agreement to the extent it is not permitted by System Administrator, or not permitted by law or regulation in ImageTrend's sole interpretation. CLIENT is advised ImageTrend is a Business Associate and/or under data confidentiality provisions to the System Administrator and has duties under HIPAA and other data privacy laws which may not be waived or modified without System Administrator's written consent.

Out of Scope. Any service or good not described herein is out-of-scope. Out of Scope custom software development is $225.00/hour and performed only under mutually agreed upon Statement of Work. Other goods and services are available via separate quote from ImageTrend.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client	ImageTrend
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
15,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Modules Setup & Implementation	ELT.003.002.037	$675.00	1	$675.00

Total One-Time Fees: $675.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Fire Recovery NFIRS Integration	ELT.002.010.002	$2,500.00	1	$2,500.00

Total Recurring Fees: $2,500.00

TOTAL YEAR 1: $3,175.00

Send Invoices To:

Patrick Armon
parmon@city.jackson.ms.us
555 Southwest St.
PO Box 17
Jackson, MS 39201

Payment Terms:

1. "One Time Fees" are due once upon contract signature.
2. "Recurring Fees" are annual fees which are due upon contract signature and recur each year.
3. The Recurring Fees will escalate in price annually by 7% beginning one year from the last signature hereto and each year thereafter.
4. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
5. ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.
6. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
7. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

"Licensed Information" means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as "ImageTrend University."

"The Software" means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. "Elite EMS SaaS" shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend's right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) ("SaaS")	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.

ImageTrend Hosted License ("License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.
Client Hosted License ("On Premise License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement. Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non-ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client's hosted environment's cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend's duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend's responsibility to maintain or resolve problems with Client's hosted environment. ImageTrend's sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend's out-of-scope rate.

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other

proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the

Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at https://ImageTrend.uservoice.com/.

SECTION 7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMSIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those

services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client is not a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers ("Public Agency")	Client responds to emergency medical incidents and transports patients therefrom and is a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client's governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Patrick Armon or their successor, conducts their job duties most frequently.
State, County, Region, City for its constituents	Client is a Governmental Entity with authority or an official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	Licensed individuals within Client's legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement ("SLA") guarantees your website or application's availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend's servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company's website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Examples of Severity	Notification of Acknowledgement by ImageTrend	Action Expectation: Update and Anticipated Error Resolution Plan After Notification by ImageTrend
Site Down/Critical	• Complete shutdown or partial shutdown of one or more critical software functions • Access to one or more Software functions not available • Major subset of software application impacted	Within one (1) hour of initial notification via email or ticketing system.	Six (6) hours.
CAD Down/High	• Minor subsystem failure. • Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training).	Within four (4) hours of initial notification during business hours via phone, email, or ticketing system.	Twenty-four (24) business hours.
Medium/Normal	• System operational with minor issues; suggested enhancements as mutually agreed upon.	Within twenty-four (24) hours of initial notification during business hours.	Future Release.

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service
ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability
ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.,* public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.

b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.

c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.

d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.

e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: ((a – b) / a) x 100, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

BUSINESS ASSOCIATE AGREEMENT ATTACHMENT

This Business Associate Agreement ("Agreement") dated 11/05/2024 (the "Effective Date"), is entered into by and between **Jackson Fire Department** located at 555 Southwest St., PO Box 17, Jackson, MS 39201 (the "Covered Entity") and ImageTrend, LLC, a Minnesota corporation (the "Business Associate").

WHEREAS, Covered Entity (also referred to as "Client") and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a "Covered Entity", or collectively, "Covered Entities") to protect the privacy of certain individually identifiable health information ("Protected Health Information", or "PHI"); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("EPHI"); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a "business associate agreement" with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the "HITECH Act"), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations**. Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise

defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements"). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI**. Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.

3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. **Individual Rights Regarding Designated Record Sets**. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may

be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use

appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to** ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. Data Breach Notification and Mitigation.

   a. HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq*. Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate

will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

b. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

c. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior

written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

i. **If Client is a Governmental Entity the following clause does <u>not</u> apply:** Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.

ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. **<u>Term and Termination.</u>**
    a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

    b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

    c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
        i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
        ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.

    d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above

shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.

e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. **Miscellaneous.**
    a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

    If to Covered Entity:

    ATTN: Compliance Department
    555 Southwest St., PO Box 17
    Jackson, MS 39201

If to Business Associate:

ImageTrend, LLC
Attn: Legal Department
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver**. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

15. **Assignment**. Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

16. **Severability**. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

17. **Entire Agreement**. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.

19. **Equitable Relief**. The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply

to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor**. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

21. **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 document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client	ImageTrend
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

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ORDER RATIFYING DEPARTMENT'S PROCUREMENT AND AUTHORIZING THE PAYMENT OF INVOICE NO. 366480 TO EDKO VEGETATION MANAGERS FOR HERBICIDE, EQUIPMENT, AND PERSONNEL SUPPLIED AT 15 CITY OF JACKSON TOWER LOCATIONS

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), as amended, states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

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

WHEREAS, the City of Jackson owns multiple sites where cellular towers are located necessitating the maintenance of the grounds; and

WHEREAS, on July 9, 2019, the governing authorities for the City of Jackson authorized the Mayor to execute a contract with Edko Vegetation Managers to provide vegetation abatement, trash removal with insect and rodent control for 28 sites and two water tanks having cellular equipment; and

WHEREAS, the term of the contract authorized by the governing authorities on July 9, 2019 was from August 15, 2019 through July 31, 2020 at a cost of $36,600.00; and

WHEREAS, it was contemplated that one additional renewal term commencing on August 1, 2020 and ending on July 31, 2021 could be agreed upon; and

WHEREAS, the July 9, 2019 action of the governing authorities was recorded in Minute Book 6P at Page 359; and

WHEREAS, the Department of Information Technology represents that it used a purchase order to continue using the services of Edko after July 31, 2021; and

WHEREAS, Edko submitted Invoice # 366480 dated July 5, 2023 to the Department of Information Technology in the amount of $4,830.00 related to the application of herbicide and trash removal for 15 sites; and

WHEREAS, Purchase Order 24000416 was created subsequent to receipt of the invoice;

WHEREAS Purchase Order 24000416 is dated for January 29, 2024 and indicates that it relates to Quarter 1 herbicide application and trash removal for 15 tower sites at $322.00 each; and

Agenda Item No.: 26
11.19.24
(Reid, Lumumba)

WHEREAS Purchase Order 24000416 is dated for January 29, 2024 and indicates that it relates to Quarter 1 herbicide application and trash removal for 15 tower sites at $322.00 each; and

WHEREAS, the Department of Information Technology represents that Invoice #366480 remains outstanding; and

WHEREAS, the Department of Information Technology confirms that the services noted on Invoice # 366480 and Purchase Order 24000416 were received; and

WHEREAS, the Department of Information Technology recommends that Edko be paid the sum of $4,830.00 because the services were provided in good faith without knowledge of errors in the securing of the services; and

WHEREAS, the payment of $4,830.00 representing $322.00 for each site receiving service constitutes fair market value when one considers that herbicides were applied by professionals, vegetation cut, and debris was removed;

WHEREAS, the services provided by Edko are not prohibited by law; and

IT IS HEREBY ORDERED that the procurement described by ratified and Invoice #366480 in the amount of $4,830.00 may be paid to Edko.

OFFICE OF THE CITY ATTORNEY

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(REID, LUMUMBA)
DATE October 17, 2024

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order ratifies procurement and approves payment of Edko Invoice
2.	**Purpose**	Payment of outstanding invoice of Edko for vegetation services provided at municipal tower sites
3.	**Who will be affected**	City of Jackson and Edko
4.	**Benefits**	City honors commitment to pay for services
5.	**Schedule (beginning date)**	Services have been performed. Payment to be made upon Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Multiple locations
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Information Technology
8.	**COST**	$4,830.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	**Account # 004-904-00-6462**
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A X AABE _____% WAIVER yes ___ no ___ N/A X WBE _____% WAIVER yes ___ no ___ N/A X HBE _____% WAIVER yes ___ no ___ N/A X NABE _____% WAIVER yes ___ no ___ N/A X

Revised 2-04

THE CITY OF
JACKSON
MISSISSIPPI

DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: October 15, 2024

To: Mayor Chokwe Antar Lumumba

From: Dr. Muriel Reid, Director

Subject: Professional Service Agreement with Edko

The Department of Information Technology has established a professional service agreement with Edko Vegetation Mangers, a Mississippi based company. On July 09, 2019, the governing authorities for The City of Jackson authorized the Mayor to execute a contract with Edko Vegetation Managers. To provide vegetation abatement, trash removal, with insects and rodent control for 28 sites and two (2) water tanks having cellular equipment.

The term of the contract authorized by the governing authorities on July 09.2019 was from August 15, 2019 through July 31, 2020 at a cost of $36,000.

On July 5, 2023, Edko Vegetation Managers submitted invoice #366480 to the Department of Technology for the amount of $4,830.00. Purchase Order #24000416, dated January 29, 2024, was generated after receiving the invoice. This purchase order pertains to Quarter 1 herbicide application and trash removal for 15 tower sites, each costing $322.00.

mjr/asc

044.904.00.6419

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING DEPARTMENT'S PROCUREMENT AND AUTHORIZING THE PAYMENT OF INVOICE NO. 366480 TO EDKO VEGETATION MANAGERS FOR HERBICIDE, EQUIPMENT, AND PERSONNEL SUPPLIED AT 15 CITY OF JACKSON TOWER LOCATIONS** is legally sufficient for placement in NOVUS Agenda.

10/24/

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant* S.M. 10/23/24
Carrie Johnson, *Deputy City Attorney*

edko

VEGETATION MANAGERS

INVOICE: 366480

4615 MARLENA ST
BOSSIER CITY, LA 71111
318-425-8671

Bill To:
CITY OF JACKSON - RADIO TOWERS
ATTN: MR AKEITH HARRIS
2320 RIVERSIDE DRIVE
JACKSON, MS 39202

Ship To:
CITY OF JACKSON - RADIO TOWERS
ATTN: MR AKEITH HARRIS
2320 RIVERSIDE DRIVE
JACKSON, MS 39202

Invoice Date	Net Due Date	Contract Id	Purchase Order
02/05/2024	03/05/2024		24000416

FURNISH HERBICIDES, EQUIPMENT, PERSONNEL AND SUPERVISION TO MANAGE VEGETATION IN THE YEAR 2023
SERVICE CHARGE 1.5% PER MONTH AFTER 10 DAYS

Herbicide application, debris/trash removal to 15 tower sites - South Area MISSISSIPPI	**$4,830.00**
	.00
Total:	**$4,830.00**

Please remit to:

Edko, LLC
~~PO BOX 7941~~ 4615 Marlena Street
~~SHREVEPORT, LA 71137-7941~~ Bossier City, LA 71111

FEDERAL TAX ID # 72-1159678

City of Jackson, MS
200 South Presidents Street
Jackson, MS 39201

004-904-00-4462

Purchase Order

Fiscal Year 2024

Purchase Order

Purchase Order Number **24000416**

Purchase Order Date **01/29/2024**

Department **TELECOMMUNICATIONS**

Bill To
TELECOMMUNICATIONS
2320 RIVERSIDE DR
JACKSON, MS 39202

Ship To
TELECOMMUNICATIONS
2320 RIVERSIDE DR
JACKSON, MS 39202

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
EDKO, LLC
4615 MARLENA STREET
BOSSIER CITY, LA 71111

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		62936	1474	Rhonda Williams	

NOTES

QUARTER 1: HERBICIDE APPLICATION FOR 15 TOWER SITE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	QUARTER#1 HERBICIDE APPLICATION TO INTERIOR GRAVEL AREAS; LEAVES/DEBRIS/TRASH REMOVED, ETC FOR 15 TOWER SITES LOCATIONS	15.0000	EA	$322.0000	$4,830.00

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 $4,830.00

27

ORDER RETROACTIVELY APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LEASE EXTENSION AMENDMENT TO A CONTRACT WITH RICOH USA FOR THE LEASE OF FOUR (4) PRODUCTION COPIERS BY THE CITY OF JACKSON DIVISION OF PUBLICATIONS

OFFICE OF THE CITY ATTORNEY

WHEREAS, an agreement providing for the lease of four (4) production copiers used by the Division of Publications was entered into on or about June 23, 2020; and

WHEREAS, the term of the lease was for a period of forty eight (48) months; and

WHEREAS, the lease term has expired, and the equipment remains in the possession of the Division of Publications; and

WHEREAS, the Division of Publications would like to extend the term of the lease pending the research and procurement of new equipment; and

WHEREAS, RICOH is amenable to extending the current agreement for a period of six months with the minimum extension payment being $3,072.20 per month; and

WHEREAS, the effective date of the Extension Amendment is September 1, 2024; and

WHEREAS, at any time during but in no event prior to the Minimum Extension Term, upon satisfaction of certain conditions, RICOH will permit the City of Jackson to replace any of the equipment provided under the original agreement with items of equipment supplied by them of like or greater value and with additional features or enhanced technology; and

WHEREAS, the Upgrade Option is available only if (i) at the time of the effectiveness of the upgrade transaction, there is not a default and reasonable prior credit review is satisfactory; and (ii) in connection with the upgrade transaction, a new satisfactory lease agreement and product schedule setting forth the specific terms and conditions relating to the upgrade is agreed upon; and

WHEREAS, the remainder of Minimum Extension Term, all payments which are not yet due and payable and which relate to the original items replaced by the upgrade equipment will be waived with an upgrade transaction;

WHEREAS, the cost of copies will remain unchanged from the initial agreement; and

WHEREAS, the equipment which is the subject of the Lease Extension Amendment is described as follows:

(a) 1 Pro 8300 S-C85204157/3670C200115
(b) 1 Pro 8310S-C85204145/3680C400093
(c) 1 ProC5300S-C85204151/3850C400045
(d) 1ProC5310S-C85204152/3860C10067

Agenda Item No.: 27
11.19.24
(Reid, Lumumba)

WHEREAS, extending the lease serves the best interest of the City of Jackson because it avoids interruption of the services provided by the Division of Publication to the various municipal departments.

IT IS THEREFORE ORDERED that the retroactive extension of the lease amendment is approved, and the mayor is authorized to execute the lease extension amendment for a six- month term commencing September 1, 2024.

IT IS THEREFORE ORDERED that the minimum extension payment of $3,072.20 may be paid.

IT IS THEREFORE ORDERED that costs for copies shall be consistent with the cost and charges set forth in the original lease.

IT IS THEREFORE ORDERED that the authority provided in this order is limited to the execution of the Lease Extension Amendment.

OFFICE OF THE CITY ATTORNEY

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: August 20, 2024

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order Ratifying an Contract Extension with Ricoh USA for four (4) Production copiers for the Division of Publications
2.	**Purpose**	Ratifies Division of Publication's request to extend copier contract based upon terms of lease
3.	**Who will be affected**	Division of Publications
4.	**Benefits**	Equipment will be relocated and properly installed at new location housing Division of Publications
5.	**Schedule (beginning date)**	Upon Council Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide 300 North State Street Jackson, Mississippi 39201
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Information Technology Office Of Publications
8.	**COST**	$3,072.20 monthly
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	General Fund Other Rental of Equipment 001.405.00-6514
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

THE CITY OF
JACKSON
MISSISSIPPI

INFORMATION TECHNOLOGY
Office of Publications

MEMORANDUM

To: Mayor Chokwe A. Lumumba

From: Dr. Muriel Reid, Director, Information Technology
Sheila Williams Sheriff, Manager, Office of Publications

Date: Tuesday, August 20, 2024

Re: **ORDER RATIFYING AN EXTENSION OF A CONTRACT WITH RICOH USA FOR THE RENTAL OF FOUR (4) PRODUCTION COPIERS TO BE USED BY THE DIVISION OF PUBLICATIONS**

The Department of Information Technology's Division of Publication is providing this agenda item to extend an existing copier agreement. Due to relocation, loss of equipment and changes in city services more time is needed to revamp and find the most efficient and effective equipment to accommodate all city departments. This contract is necessary to provide the Office of Publications with the equipment needed to continue to provide quality services to all city departments.

Mjr/sws

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 RETROACTIVELY APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LEASE EXTENSION AMENDMENT TO A CONTRACT WITH RICOH USA FOR THE LEASE OF FOUR (4) PRODUCTION COPIERS BY THE CITY OF JACKSON DIVISION OF PUBLICATIONS** is legally sufficient for placement in NOVUS Agenda.

10/15/24

Drew Martin, City Attorney **Date**

Carrie Johnson, *Sr. Deputy City Attorney*
Sondra Moncure, *Special Assistant City Attorney* 10/3/24

RESPONES TO LEGAL Monday, August 26, 2024

1. Copy of minutes where the governing authorities authorized the current contract. (attached)

2. Explanation for what you mean by "loss of equipment"

Offset presses still in Eudora Welty

During the move from the Eudora Welty Library, we were not able to get the offset press equipment out. This equipment could only be moved through the freight elevator because of the weight requirement. Although the State of Mississippi prepared a temporary fix, the elevator broke before all equipment could be removed. This resulted in the loss of equipment.

This equipment consisted of the ABDick 9810/T-head, ABDick 360, the NuArc Platemaker and Kimosetter System.

Only the Production Equipment is subject to extension.

3. Explanation for what you mean by "change in city services"

The following documents were printed on the offset presses: bulk NCR, bulk envelopes, for Municipal Court, JPD, Code Services, etc. two-color forms for the Division of Code Services, Municipal Court, Legal, and blue/silver LH Stationary, LH Envelopes, Business Cards and more. The use of the offset presses kept the cost of production down.

Without the use of the offset presses, we need to research other equipment that can be bundled so that we can continue to provide quality and efficient services city-wide. The requested six (6) month extension will allow for the opportunity for multiple vendors to provide information on a robust yet cost effective system.

Lease Extension Amendment

RICOH

Ricoh USA, Inc.
300 Eagleview Blvd #200
Exton, PA 19341

Customer Number: _____ **Agreement Number:** _____

This LEASE EXTENSION AMENDMENT (this "Amendment"), dated below, is to the agreements and/or product schedules referenced above (the "Agreement") associated with the equipment/product listed below, in each case between Ricoh USA, Inc. or the entity identified below ("we" or "us") and the customer identified below ("Customer" or "you").

CUSTOMER INFORMATION

CITY OF JACKSON	
Full Legal Name	Billing Contact Name
300 N STATE ST	
Equipment Location Address	Billing Address *(if different from location address)*
JACKSON MS 39201-1705	
City County State Zip	City County State Zip
Billing Contact Telephone Number	Billing Contact Facsimile Number / Billing Contact E-Mail Address

EQUIPMENT DESCRIPTION ("Equipment")

Qty	Equipment Description: Make & Model
1	PRO8300S -C85204157/3670C200115
1	PRO8310S -C85204145/3680C400093
1	PROC5300S- C85204151/3850C400045
1	PROC5310S - C85204152/3860C10067

Qty	Equipment Description: Make & Model

PAYMENT SCHEDULE

Minimum Extension Term *(months)*	Minimum Extension Payment *(Without Tax)*	Minimum Extension Payment Billing Frequency	Effective Date
6	$3,072.20	☐ Monthly ☐ Quarterly ☐ Other: _____	09/01/2024 (Month/Year)*

*Existing due day for Minimum Payment remains unchanged for Minimum Extension Payment.

ADDITIONAL PROVISIONS (if any) are: _____

Sales Tax Exempt: ☒ Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____
Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)

The parties wish to extend the term of the Agreement and amend the Minimum Payment due under the Agreement, in each case, as set forth above. Therefore, the parties, intending to be legally bound, agree as follows:

1. Commencing from the Effective Date (shown above), the term of the Agreement is hereby extended for the Minimum Extension Term (shown above). During the Minimum Extension Term, the Minimum Payment (without tax) due under the Agreement shall be the Minimum Extension Payment (without tax) shown above. After the Minimum Extension Term, the Agreement shall extend on a month-to-month basis unless either party notifies the other in writing at least thirty (30) days prior to the expiration of the Minimum Extension Term. At the end or termination of the Agreement, you agree to return the Equipment to us in accordance with the applicable terms and conditions of the Agreement.

2. Upgrade Option: At any time during, but in no event prior to, the Minimum Extension Term, upon satisfaction of the conditions below, we will permit you to replace on the terms set forth below any of the Equipment originally provided under the Agreement ("Original Equipment") with items of equipment supplied by us of like or greater value and with additional features or enhanced technology ("Upgrade Equipment"). You will be eligible for the upgrade option described above only if (i) at the time of the effectiveness of your upgrade transaction you are not in default and satisfy reasonable prior credit review, and (ii) in connection with such upgrade transaction you enter into a new mutually satisfactory lease agreement and/or product schedule (or comparable agreement) setting forth the specific terms and conditions relating to such Upgrade Equipment. You will not be eligible for such an upgrade option prior to the Effective Date (shown above) of the Minimum Extension Term. Upon the effectiveness of such an upgrade transaction, we will waive, for the remainder of the Minimum Extension Term, all payments which are not yet due and payable and which relate to those items of Original Equipment replaced by the Upgrade Equipment.

3. All capitalized terms used but not defined in this Amendment will have the meanings given to them in the Agreement. The terms of this Amendment shall be effective for all purposes as of the Effective Date (shown above). Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Amendment, as of the date written below.

AUTHORIZED SIGNER

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

Authorized Signer Signature	Date	Authorized Signer Printed Name	Authorized Signer Title
X			

Accepted by:

Authorized Signer Signature	Date	Authorized Signer Printed Name	Authorized Signer Title

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Original Lease Authorization

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE RICOH COMPANY, LTD. FOR A 48-MONTH RENTAL OF FOUR PRODUCTION COPIERS TO BE USED BY THE DIVISION OF PUBLICATIONS.

WHEREAS, on May 26, 2020, the Division of Publications solicited quotes from vendors for the rental of four (4) copier machines for a period of forty-eight (48) months; and

WHEREAS, five companies responded to the request for quotes; and

WHEREAS, RICOH Company, Ltd. ("Ricoh") presented the most cost-efficient quote meeting the Division of Publication's requirements: and thus, saving a total of $20,003.41 through a 90-day deferral program and rebates on both color machines due to COVID-19.

WHEREAS, based on the above, the Division of Publications recommends entering into an agreement with Ricoh at a cost $3,413.55 for a period of forty eight (48) months in addition to a copy charge averaging 0.040 b/w and 0.039 color per month to include all parts labor, travel, toner and staples to provide the following four production copiers:

- Ricoh ProC8310S copier,
- Ricoh ProC8300S black and white production copier,
- Ricoh ProC5310S, and
- Ricoh ProC5300S production color copier.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute an agreement and any other necessary documents with RICOH Company, Ltd. providing for a 48-month rental of four (4) Ricoh production copiers plus a copy charge averaging $0.040 black/white per click and $0.039 color per click per month and to include all parts labor, travel, toner and staples.

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

Yeas – Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays – None.
Absent – Stokes.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on June 23, 2020. 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.

Revised Date: February 2017

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City Of Jackson _____ (hereinafter referred to as Customer), and Ricoh USA, INC _____ (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ of _____, 2020

Vendor: Ricoh USA

By: _____

Authorized Signature

Printed Name: Stephen Cox

Title: Branch Manager

Witness my signature this the 8th day of September, 20 20

Customer: City of Jackson

By: _____

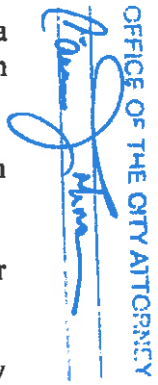
Authorized Signature

Printed Name: M

Title: Mayor

28

ORDER RATIFYING ADDITIONAL SERVICES PROCURED AND AUTHORIZING PAYMENT OF INVOICE 2067 DATED JULY 18, 2024 SUBMITTED BY GET-COMM, INC FOR ADDITIONAL SERVICES PROVIDED DURING THE OFFICE OF PUBLICATION'S RELOCATION FROM THE EUDORA WELTY LIBRARY TO 2525 ROBINSON ROAD



WHEREAS, on July 2, 2024, the governing authorities for the City of Jackson accepted a quote from GET-COMM in the amount of $9,995.00 for the relocation of the Office of Publication from the Eudora Welty Library; and

WHEREAS, the action taken by the governing authorities on July 2, 2024 is recorded in Minute Book 6Z at Pages 528-529; and

WHEREAS, the quote submitted by GET-COMM contemplated that a freight elevator would be available for the move and relocation; and

WHEREAS, during the moving process, the freight elevator at the Eudora Welty Library became inoperable; and

WHEREAS, as a result of the freight elevator's inoperable state, GET-COMM unwrapped equipment and supplies and transported same through a passenger elevator; and

WHEREAS, the unwrapping and transporting of the equipment and supplies using the passenger elevator resulted in GET-COMM expending more time and providing additional services that were not contemplated; and

WHEREAS, time constraints related to a deadline for completing the relocation of the Office of Publications would not allow for the securing of prior approval before the services were provided; and

WHEREAS, GET-COMM submitted Invoice 2067 dated July 18, 2024 in the amount of $4,500.00 for the additional services; and

WHEREAS, the Office of Publications has confirmed that the services were provided and the charge for the additional services are reasonable; and

WHEREAS, the best interest of the City of Jackson would be served by ratifying the action and approving payment for the services.

IT IS HEREBY ORDERED that Invoice 2067 submitted by GET-COMM in the amount of $4,500.00 may be paid.

Agenda Item No.: 28
11.19.24
(Reid, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 9, 2024

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER ACCEPTING THE INVOICE OF GET-COMM, INC, ADDITIONAL SERVICES PROVIDED FOR THE RELOCATION OF THE DIVISION OF PUBLICATIONS
2.	**Purpose**	Additional relocation services for the Division of Publication
3.	**Who will be affected**	All Departments within City Government
4.	**Benefits**	The Mississippi State Department of Archives and History can commence construction of the park contemplated
5.	**Schedule (beginning date)**	Project completed
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide 2525 Robinson Road Jackson, MS 30209
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Information Technology Office Of Publications
8.	**COST**	$4,500.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	General Fund Other Professional Services 001.405.00-6419
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

THE CITY OF
JACKSON
MISSISSIPPI

INFORMATION TECHNOLOGY
Office of Publications

MEMORANDUM

To: Mayor Chokwe A. Lumumba

From: Dr. Muriel Reid, Director, Information Technology
Sheila Williams Sheriff, Manager, Office of Publications

Date: September 9, 2024

Re: Acceptance of additional Invoice provided by Get-Comm for relocation of Division of Publications

The Department of Information Technology division of Office of Publications recently relocated at 2525 Robinson Road.

The Department of Information Technology selected Get-Comm for the project and it was approved on July 2, 2024 by council.

Due to the freight elevator breaking down, additional services were needed from Get-Comm that were unforeseen. These services including helping to break down pallets of equipment and supplies, transporting them on the passenger elevator and rewrapping for transport to the current facility. This caused initial days to be added to the move.,

The attached agenda item requests authorization to accept the invoice furnished by Get-Comm, Inc. for these additional services.

Mjr/sws

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF INVOICE 2067 DATED JULY 18, 2024 SUBMITTED BY GET-COMM, INC FOR ADDITIONAL SERVICES PROVIDED DURING THE OFFICE OF PUBLICATION'S RELOCATION FROM THE EUDORA WELTY LIBRARY TO 2525 ROBINSON ROAD** is legally sufficient for placement in NOVUS Agenda.

10/15/24

Drew Martin, City Attorney **Date**

Carrie Johnson, *Sr. Deputy City Attorney*
Sondra Moncure, *Special Assistant City Attorney* 10/4/24

Get-Comm, Inc.
PO Box 884
Canton, MS 39046
601-407-6401
dtrim@get-comm.com

GET-COMM

BILL TO
City of Jackson, MS
200 South President Street
Jackson, MS 39201

SHIP TO
City of Jackson, MS
200 South President Street
Jackson, MS 39201

INVOICE 2067

DATE 07/18/2024 **TERMS** Net 30

DUE DATE 08/17/2024

PROJECT NAME
City of Jackson

PO #
Quote# 20240710

DESCRIPTION	QTY	RATE	AMOUNT
Additional services and truck rental: (The COJ freight elevator became non-operational and wasn't usable for Getcomm's workers to complete the tasks. The over 30 pallets to be transported using the elevator out of the basement must now be unpalletized and taken upstairs using a regular customer elevator, which is half the size and can't accommodate the pallet jack. This means it takes 3 times the amount of labor and will still have to be re-loaded on a cart to transport to the truck and then re-palletized and wrapped for transport to the final destination.)	1	4,500.00	4,500.00

Thank you for your business and have a great day!

SUBTOTAL	4,500.00
TAX	0.00
TOTAL	4,500.00
TOTAL DUE	**$4,500.00**

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on July 2, 2024, being the first Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, Council President, Ward 6; Angelique Lee, Vice-President (via teleconference), Ward 2; Ashby Foote, Ward 1; Kenneth Stokes, Ward 3; Brian Grizzell, Ward 4 Vernon Hartley, Ward 5 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Jordan, Clerk of Council; Sabrina Shelby, Chief Deputy Clerk of Council and Drew Martin, City Attorney.

Absent: None.

****

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

****

The invocation was offered by **Pastor Scott Fortenberry of Soul City Church of Ward 7.**

****

President Banks recognized **Council Member Hartley** who moved, seconded by **Council Member Lindsay** to add an item to the agenda on an emergency basis, Order accepting the quote of Get-Comm, Inc. to relocate the Division of Publications from the Eudora Welty Facility located at 300 North State Street. The motion prevailed by the following vote:

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

****

There came on as the Emergency Agenda Item: **ORDER ACCEPTING THE QUOTE OF GET-COMM, INC TO RELOCATE THE DIVISION OF PUBLICATIONS FROM THE EUDORA WELTY FACILITY LOCATED AT 300 NORTH STATE STREET:** Hearing no objections, the Clerk read the following:

ORDER ACCEPTING THE QUOTE OF GET-COMM, INC. TO RELOCATE THE DIVISION OF PUBLICATIONS FROM THE EUDORA WELTY FACILITY LOCATED AT 300 NORTH STATE STREET.

WHEREAS, on December 19, 2023, the governing authorities for the City of Jackson approved the transfer of property located at 300 North State Street, which is commonly known as the Eudora Welty Library, to the Mississippi Department of Archives and History with certain conditions; and

WHEREAS, the action of the governing authorities is recorded in Minute Book 6Y at Pages 595-596; and

WHEREAS the Division of Publications has been permitted to occupy the facility pending the finding of an alternate location; and

WHEREAS, the Mississippi Department of Archives and History has provided notice of the Division of Publications that it must vacate the premises so that work associated with the construction of the park contemplated by the transfer can commence; and

WHEREAS, the public purchasing laws codified at Section 31-7-13 of the Mississippi Code are not applicable to the procurement of professional services; and

WHEREAS, even though the public purchasing laws are not applicable to a municipality's procurement of professional services. the Division of Publication solicited quotes in order to ensure that best value and price would be received; and

WHEREAS, The Quality Group indicated that it would be available to provide the services on July 29 and July 30th only at a cost of $9,045.73; and

WHEREAS, Terry's Installation quoted the sum of $10,500.00 for the provision of the services without date restriction; and

WHEREAS, Get-Comm, Inc. quoted the sum of $9,995.00 for performance of the services and indicated that it would be available to provide the services immediately; and

WHEREAS, Get-Comm, Inc., provided the lowest and best quote for the performance of the services based upon time constraints.

IT IS HEREBY ORDERED that the quote of Get-Comm, Inc. may be accepted.

IT IS HEREBY ORDERED that a sum not exceeding $9,995.00 may be paid to Get-Comm, Inc., upon completion of the services.

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

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

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

President Banks recognized **Council Member Hartley** who moved, seconded by **Council Member Lindsay** to add an item to the agenda on an emergency basis, Order ratifying the Division of Publication's request to relocate equipment from 300 North State Street and authorizing payment in the amount of $3,123.90 to Ricoh. The motion prevailed by the following vote:

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

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

There came on as the Emergency Agenda Item: **ORDER RATIFYING THE DIVISION OF PUBLICATION'S REQUEST TO RELOCATE EQUIPMENT FROM 300 NORTH STATE STREET AND AUTHORIZING PAYMENT IN THE AMOUNT OF $3,123.90 TO RICOH:** Hearing no objections, the Clerk read the following:

ORDER RATIFYING THE DIVISION OF PUBLICATION'S REQUEST TO RELOCATE EQUIPMENT FROM 300 NORTH STATE STREET AND AUTHORIZING PAYMENT IN THE AMOUNT OF $3,123.90 TO RICOH.

WHEREAS, on December 19, 2023, the governing authorities for the City of Jackson approved the transfer of property located at 300 North State Street, which is commonly known as the Eudora Welty Library, to the Mississippi Department of Archives and History with certain conditions; and

WHEREAS, the action of the governing authorities is recorded in Minute Book 6Y at Pages 595-596; and

WHEREAS the Division of Publications has been permitted to occupy the facility pending the finding of an alternate location; and

WHEREAS, the Mississippi Department of Archives and History has provided notice of the Division of Publications that it must vacate the premises so that work associated with the construction of the park contemplated by the transfer can commence; and

WHEREAS, the Division of Publications has xerox and copy equipment leases with RICOH; and

WHEREAS, RICOH prohibits the City from relocating the equipment without its consent and permission; and

29

ORDER RATIFYING THE ACCEPTANCE OF A QUOTE PROVIDED BY METRO COMMUNICATIONS & UTILITY CONTRACTORS, LLC TO PERFORM FIBER REPAIR AT FIRE STATION 11 AND FIRE STATION 12

OFFICE OF THE CITY ATTORNEY
11/18/24

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), as amended states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finance and may adopt orders, resolutions or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statue or law of the state of Mississippi; and

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

WHEREAS, the Department of Information Technology received information advising that there were fiber issues at Fire Station 11 and Fire Station 12; and

WHEREAS, the absence of fiber has the potential for negatively affecting the provision of public safety and response by the Jackson Fire Department; and

WHEREAS, the Department of Information Technology solicited quotes from Metro Communications & Utility Contractors, LLC and Bucket Works Inc; and

WHEREAS, Bucket Works Inc., submitted Quote 202401015COJ in the amount of $15,900.00; and

WHEREAS, Metro Communications & Utility Contractors, LLC submitted Quote 2024.1016 in the amount of $14,154.00; and

WHEREAS, the service noted on the quotes submitted were (1) install snow shoes on utility line: (2) service call and clean up trouble: (3) materials including bolts, nuts washer pole attachment, conduit messenger cable, equipment and lashing of fiber: (4) terminating fiber cable at box and building; and (5) furnishing of 12ct fiber optic cable; and

WHEREAS, the Department of Information Technology evaluated the quotes and determined that the quote of Metro Communications & Utility Contractors, LLC was the lowest and the best quote received for the work; and

WHEREAS, the Department of Information Technology authorized Metro Communications & Utility Contractors, LLC to proceed with the fiber repairs based upon potential threats to public safety; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the quote of Metro Communications & Utility Contractors, LLC and authorizing it to perform the repairs.

Agenda Item No.: 29
11.19.24
(Reid, Lumumba)

IT IS HEREBY ORDER the Quote 2024.1016 of Metro Communications & Utility Contractors, LLC may be accepted and is hereby ratified and the company authorized to perform the fiber repairs at Fire Station 11 and Fire Station 12.

IT IS HEREBY ORDER that a sum not exceeding $14,154.00 may be paid to Metro Communications & Utility Contractors, LLC upon completion and inspection of the work.



CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(REID, LUMUMBA)
DATE October 17, 2024

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER THE PROCUREMENT FROM METRO COMMUNICATION & UTILITY, TO PROVIDE FIBER REPAIR.
2.	**Purpose**	The purpose of these services is to provide fiber repair and utility line maintenance.
3.	**Who will be affected**	All Departments
4.	**Benefits**	This fiber repair and utility line maintenance services ensure comprehensive citywide connectivity, enhancing communication and infrastructure reliability
5.	**Schedule (beginning date)**	Upon Council Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Information Technology
8.	**COST**	$14,154.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	**Account # 004-904-00-6419**
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A X AABE _____% WAIVER yes ___ no ___ N/A X WBE _____% WAIVER yes ___ no ___ N/A X HBE _____% WAIVER yes ___ no ___ N/A X NABE _____% WAIVER yes ___ no ___ N/A X

Revised 2-04

THE CITY OF
JACKSON
MISSISSIPPI

DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: October 15, 2024

To: Mayor Chokwe Antar Lumumba

From: Dr. Muriel Reid, Director

Subject: Professional Acceptance of Quote Fiber Repair Fire Station 11 and Fire Station 12

The Department of Information Technology received a report that there was a Fiber issue at Fire Stat n 11 and Fire Station 12. Quotes for the re air of fiber has been obtained from Metro. Com nunication & Utility Co. and Bucket Work I . Metro Communication & Utility Co submitted the lowest and the best quote.

The agenda item accompanying this memo requests that the Council accept the quote and authorize payment upon completion of the work.

mjr/asc

004.904.00.6419

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
11/6/24

This **ORDER RATIFYING THE ACCEPTANCE OF A QUOTE PROVIDED BY METRO COMMUNICATIONS & UTILITY CONTRACTORS, LLC TO PERFORM FIBER REPAIR AT FIRE STATION 11 AND FIRE STATION 12** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
Sondra Moncure, *Special Assistant*
Carrie Johnson, *Deputy City Attorney*

11/6/24
Date

Name History

Name	Name Type
Metro Communications and Utility Contractors LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1060239
Status:	Good Standing
Effective Date:	02/04/2015
State of Incorporation:	Mississippi
Principal Office Address:	1230 Raymond Rd. suite 1011, Suite 1126 Jackson, MS 39204

Registered Agent

Name
Aaron D Thompson
1230 Raymond Rd.
Jackson, MS 39204

Officers & Directors

Name	Title
Aaron D Thompson 1230 Raymond Road Jackson, MS 39204	Member

FROM: METRO Communications & Utility Contractors

P. O. Box 1070
Clinton, MS 39060
Phone 601-826-9358

Quote # 2024.1016

TO: Dept. of Telecommunications
City of Jackson
2320 Riverside Dr.
Jackson, MS 39202

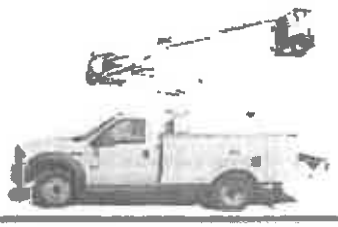
COMMENTS OR SPECIAL INSTRUCTIONS: CITY OF JACKSON, Trouble Service Call for Fiber Optic Repair on McDowell Rd. to repair Fire Stations #11 and #12.

TECHNICIAN	P. O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	DATE
ADT		Keith Lewis			10/16/24

Quantity	Description	Unit Price	Total
600'	Fiber Optic Repair (Underground/Aerial)		
2	Install Snow Shoes on Utility Line	$125.00	$250.00
20	Service Call plus clean up Trouble Hourly rate	$250.00	$5,000.00
	Materials: Includes bolts, nuts, washers, pole attachments, conduit, messenger cable, equipment and lashing of fiber	$1,200.00	$1,200.00
2	Terminate Fiber Cable at box and building	$3,852.00	$7,704.00
		Subtotal	$14,154.00
This quote is good for 90 days.		Shipping & Handling	
		Miscellaneous	
		Total	**$14,154.00**

BUCKET WORKS, INC.

MAX BRYAN STEWART, Utility Contractor
1565 Ranger Road, Raymond, MS 39154
601-502-7169



PROJECT NAME & LOCATION		DATE: 10/15/24		
COJ Telecommunications Department	Attn Mr. Keith Lewis	Quote #	202401015COJ	
Fiber Optic Repair on McDowell Rd. (Fire Station 11 and Fire Station 12)				
LABOR DESCRIPTION		HOURLY RATE	HOURS	EXTENDED TOTAL
FIBER TECHNICIAN (2 HR MIN CHARGE)		$45.00/HR	20	$900.00
(2 HR MIN CHARGE)		$45.00/HR	20	$900.00
LINE TECHNICIAN LABOR (2 HR MIN CHARGE)		$25.00/HR	20	$500.00
		LABOR TOTAL		**$2,300.00**
EQUIPMENT DESCRIPTION		HOURLY RATE	HOURS	EXTENDED TOTAL
BUCKET TRUCK (2 HR MIN CHARGE)		$40.00/HR	20	$800.00
SERVICE TRUCK		$25.00/HR	20	$500.00
		EQUIPMENT TOTAL		**$1,300.00**
MATERIAL DESCRIPTION		QTY	UNIT COST	EXTENDED TOTAL
Fiber Optic Repair (Trouble Service Call)		1	$ 2,400.00	$ 2,400.00
Install Snow Shoes on Utility Line		2	$ 300.00	$ 600.00
Materials: Utility Pole Attachments, Conduit, Messenger Cable, Lashing Wire		1	$1,300.00	$1,300.00
Fiber Cable Termination and Kit		2	$4,000.00	$8,000.00
THANK YOU				
		INSTALLATION TOTAL		**$12,300.00**
		SUB TOTAL		$15,900.00
TAX ID #26-0593638		SALES TAX		
MS Vendor Code: V0002197920, OBJ CODE 61520		**QUOTE TOTAL**		**$15,900.00**
QUOTE terms are NET 30; THIS QUOTE IS VALID ONLY FOR THE 30DAY NET TIMEFRAME				

30

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EIGHT (8th) AMENDMENT TO THE GROUND LICENSE AND ANTENNA SITE LICENSE AGREEMENT THE CITY HAS WITH NEW CINGULAR WIRELESS PCS, LLC, THE SUCCESSOR IN INTEREST TO BELL SOUTH MOBILITY

Whereas, a ground license and antenna site license agreement were entered into with BellSouth Mobility whose successor in interest is New Cingular Wireless PCS, LLC, on or about May 15, 2000 which authorized the location of a tower site commonly referred to as the EOC Tower at the following location:

Being part of North Street, Jackson, Hinds County, Mississippi as shown on the H.C. Daniels map Of Jackson, Mississippi and being more particularly described as follows:

Commence at an iron bar marking the southeast corner of Lot 1, College Square 1, North Jackson and run thence south, 296.08'; run thence west, 102.73' to the eastern most Corner of and the Point of Beginning for the property herein described; run thence southerwesterly, counterclockwise, along the arc of a curve, 10.00'; said curve having the following characteristics: central angle of 0° 17'15", radius of 1992.80' and chord bearing and distance of S 30°12'25"W, 10.00'; run thence N 61 °26''37"W, 7.41' to an existing chain link fence; run thence N 28 °33'23"E, along said fence, 10.00'; run thence S61 °26'37"E, 7.69 to the Point of Beginning.

Whereas, the ground license and antenna site license agreement were subsequently amended on seven (7) occasions between January 2004 and September 6, 2023 for various reasons, including but not limited to modifying the licensee's equipment; and

Whereas, on or about December 19, 2023, the governing authorities for the City of Jackson authorized the transfer of a public facility commonly referred to as the Eudora Welty Library to the Mississippi Department of Archives and History with certain conditions; and

Whereas, the December 19, 2023 action of the governing authorities is recorded in Minute Book 6Y at pages 595-596; and

Whereas, the transfer of the Eudora Welty Library to the Mississippi Department of Archives and History impacts the location of New Cingular Wireless's equipment; and

Whereas, the Department of Archives and History has provided notice to New Cingular Wireless that it must move its equipment on or before December 1, 2024; and

Whereas, the Department of Information Technology and New Cingular Wireless have found an alternative site for the location of its equipment at the base of the tower within its premises; and

Whereas, building permit # COM-24-178 was issued by the City of Jackson Building Permit Division on August 29, 2024 for the construction and relocation of New Cingular Wireless's equipment; and

Agenda Item No.: 30
11.19.24
(Reid, Lumumba)

Jackson City Council Members
Kenneth I. Stokes, Ward 3

219 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017
Telephone: 601-960-1090
Office Facsimile: 601-960-1632

Whereas, it is recommended that the ground license and antenna site license agreement be amended to reflect that the equipment is being relocated and the agreement not terminated; and

Whereas, the best interest of the City of Jackson would be served by authorizing the amendment of the antenna site license agreement to show that the equipment is being relocated because the City of Jackson currently receives revenue of approximately $3,477.10 per month from the site license; and

Whereas, the Eighth Amendment to the Agreement indicates that the site space, cabinet pad, and ground- based equipment will be relocated within the premises at the base of the tower at 301 North State Street; and

Whereas, the Eighth Amendment to the Agreement contains the following provisions:

1. **Equipment Relocation.** Licensor consents to the modification of the Antenna Site within the Premises in order to permit the relocation of a portion of Licensee's ground- based Site Equipment to the location as shown on Exhibit C-1, which is hereby added to the Licensee's Antenna Site. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit C-1. Exhibit C-1 hereby supplements Exhibit C to the Agreement.

2. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

3. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

Whereas, Exhibit C-1 to the Eighth Amendment contains a diagram depicting the new ground-based equipment location site at 301 North State Street; and

Whereas, New Cingular Wireless will relocate its equipment at its expense and no monies will be paid by the City of Jackson;

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the Eighth Amendment to the Ground License and Antenna Site License Agreement with New Cingular Wireless.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(REID, LUMUMBA)
DATE September 30, 2024

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order authorizes Mayor to execute Eighth Amendment to Ground and Antenna Site License with New Cingular Wireless
2.	**Purpose**	Amendment consents to the relocation of New Cingular Wireless equipment to another location because the Eudora Welty Library was transferred to State of Mississippi. The State of Mississippi has given Licensee until December 1, 2024 to remove equipment
3.	**Who will be affected**	City of Jackson, New Cingular Wireless, subscribers of New Cingular Wireless
4.	**Benefits**	City will continue to receive revenue from license and agreement will not be terminated
5.	**Schedule (beginning date)**	Upon Council approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	301 North State Street
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Information Technology
8.	**COST**	No cost to City. New Cingular paying cost of relocation
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Not applicable
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A X AABE _____% WAIVER yes ___ no ___ N/A X WBE _____% WAIVER yes ___ no ___ N/A X HBE _____% WAIVER yes ___ no ___ N/A X NABE _____% WAIVER yes ___ no ___ N/A X

Revised 2-04

Jackson City Council Member
Kenneth I. Stokes, Ward 3

THE CITY OF JACKSON
MISSISSIPPI
INFORMATION TECHNOLOGY
Office of Publications

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

Telephone: 601-960-1090
Office Facsimile: 601-960-1032

To: Mayor Chokwe A. Lumumba

From: Dr. Muriel Reid, Director, Information Technology

Date: September 30, 2024

Re: Authority to Amend Ground and Antenna Site License with New Cingular Wireless

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The Order accompanying this memo authorizes the execution of an Eighth (8th) Amendment to the Ground and Antenna Site License of New Cingular Wireless, the successor in interest to BellSouth Mobility. The amendment addresses the relocation of New Cingular Wireless's equipment from the Eudora Welty Library to another site within the premises and is required because the City of Jackson transferred ownership of the Eudora Welty facility to the Mississippi Department of Archives and History. The Mississippi Department of Archives and History has given New Cingular Wireless until December 1, 2024 to remove its equipment.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EIGHT (8th) AMENDMENT TO THE GROUND LICENSE AND ANTENNA SITE LICENSE AGREEMENT THE CITY HAS WITH NEW CINGULAR WIRELESS PCS, LLC, THE SUCCESSOR IN INTEREST TO BELL SOUTH MOBILITY** is legally sufficient for placement in NOVUS Agenda.

10/1/24

Drew Martin, City Attorney **Date**

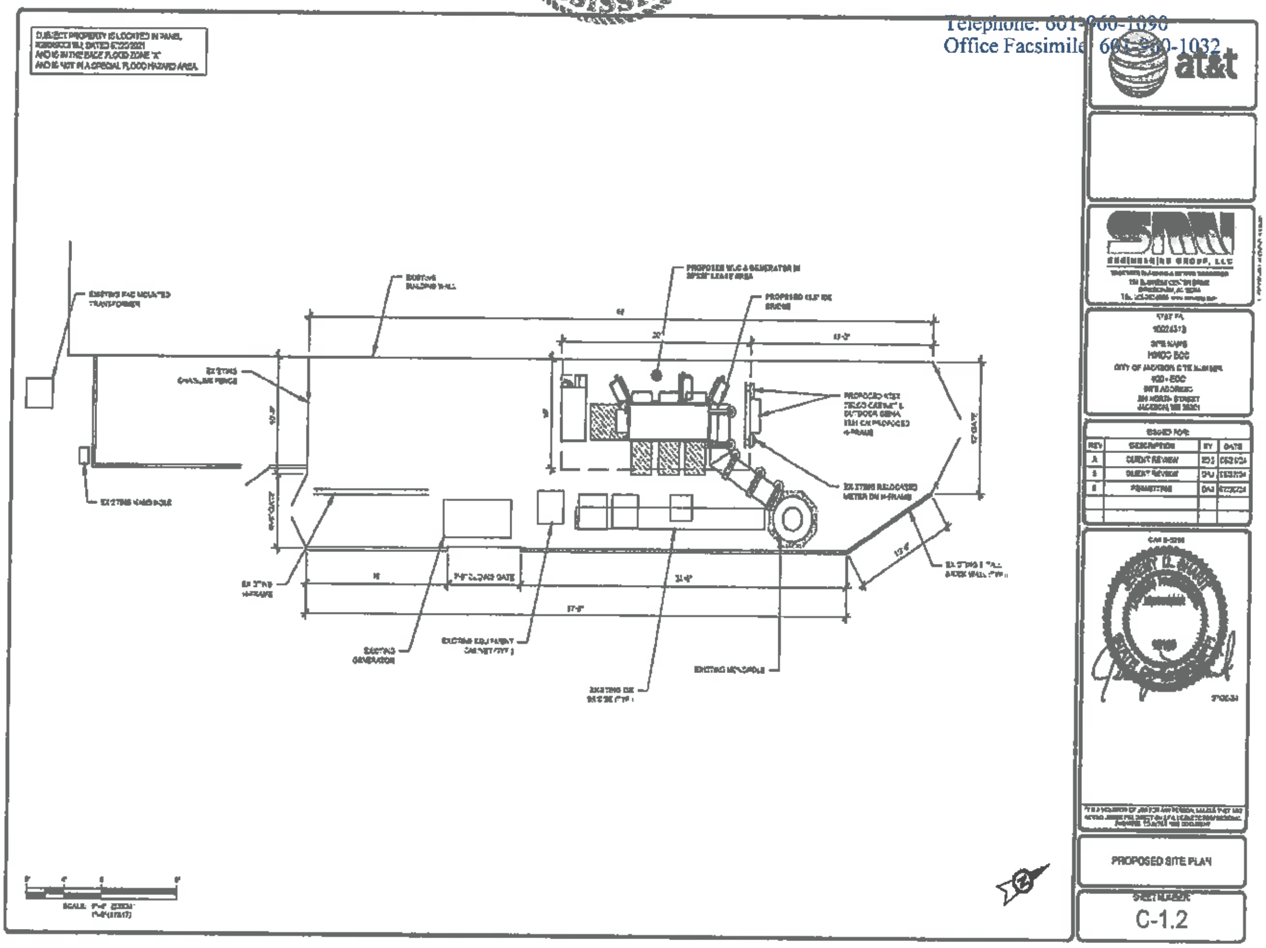
Carrie Johnson, *Sr. Deputy City Attorney*
Sondra Moncure, *Special Assistant City Attorney* S.C.M. 9/30/24

Jackson City Council Member
Kenneth I. Stokes, Ward 3

EXHIBIT C

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

Telephone: 601-960-1090
Office Facsimile: 601-960-1032



Market: Gulf Coast (MS)
Cell Site Number: EOC #20
Cell Site Name: Hinds EOC
Fixed Asset Number: 10024313

EIGHTH AMENDMENT TO MASTER AGREEMENT (GROUND LICENSE AGREEMENT AND ANTENNA SITE LICENSE AGREEMENT)

THIS EIGHTH AMENDMENT TO MASTER AGREEMENT (GROUND LICENSE AGREEMENT AND ANTENNA SITE LICENSE AGREEMENT) ("this **Amendment**"), dated as of the latter of the signature dates below, is by and between the City of Jackson, a Mississippi municipality, having a mailing address of P.O. Box 17, Jackson, MS 39205 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd., NE, 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

WHEREAS, Licensor and Licensee's predecessor in interest, BellSouth Mobility, Inc., entered into a Master Agreement (Ground License Agreement and Antenna Site License Agreement) dated May 15, 2000, as amended by the First Amendment to Ground License Agreement and Antenna Site License Agreement dated January 30, 2004, the Second Amendment to Ground License Agreement and Antenna Site License Agreement dated July 1, 2005, the Third Amendment to Ground License Agreement and Antenna Site License Agreement dated July 23, 2012, the Fourth Amendment to Ground License Agreement and Antenna Site License Agreement dated August 13, 2015, the Fifth Amendment to Ground License Agreement and Antenna Site License Agreement dated October 4, 2016, the Sixth Amendment to Ground License Agreement and Antenna Site License Agreement dated August 23, 2017, the Seventh Amendment to Ground License Agreement and Antenna Site License Agreement dated November 21, 2023 (collectively, the "Agreement"), whereby Licensor licenses to Licensee the use of a certain Antenna Site, therein described, that is a portion of the Premises located at 301 North Street, Jackson, MS 39201; and

WHEREAS, Licensee intends to relocate the site space, Cabinet Pad and ground based Site Equipment within the Premises at the base of the Tower;

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Equipment Relocation.** Licensor consents to the modification of the Antenna Site within the Premises in order to permit the relocation of a portion of Licensee's ground based Site Equipment to the location shown on the attached Exhibit C-1, which is hereby added to the Licensee's Antenna Site. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit C-1. Exhibit C-1 hereby supplements Exhibit C to the Agreement.

2. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

3. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

Jackson City Council Member
Kenneth I. Stokes, Ward 3

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

Telephone: 601-960-1090
Office Facsimile: 601-960-1032

"LICENSOR"
City of Jackson,
A Mississippi municipality

By:_____

Print Name:_____

Title:_____

Date: _____

"LICENSEE"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Bryan Coleman
Title: Assoc. Director–Network Design Engineering
Date: _____

[Acknowledgments Appear on Next Page]

Jackson City Council Member
Kenneth I Stokes, Ward 3

LICENSEE ACKNOWLEDGEMENT

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

Telephone: 601-960-1090
Office Facsimile: 601-960-1032

STATE OF ALABAMA)
) ss:
COUNTY OF JEFFERSON)

On the _____ day of _____, 2024 before me personally appeared Bryan Coleman and acknowledged under oath that he is the Assoc. Director – Network Design Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public: _____
My Commission Expires: _____

LICENSOR ACKNOWLEDGEMENT

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HINDS)

On the _____ day of _____, 2024 before me, the undersigned, personally appeared _____ personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public: _____
My Commission Expires: _____

31

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED AT 179 MAGNOLIA ROAD

OFFICE OF THE CITY ATTORNEY 11/19/2024

WHEREAS, on November 2, 2024, the governing authorities for the City of Jackson authorized the mayor to execute an antenna site license agreement with Verizon Wireless to place its telecommunications equipment on a municipal tower located at 179 Magnolia Road; and

WHEREAS, the commencement date of the antenna site license agreement was January 1, 2005 and had an initial term of five (5) years and also provided for three (3) renewal terms of five (5) years; and

WHEREAS, a First Amendment to the antenna site license agreement was executed on or about January 11, 2012 to delete Exhibit B and add Exhibit B-1 and also increase the monthly license fee *by* $761.34 per month; and

WHEREAS, the execution of the First Amendment to the antenna site license agreement was authorized by the governing authorities on June 14, 2011 and is recorded in Minute Book 5Z at Pages 190-191; and

WHEREAS, a Second Amendment to the antenna site license agreement was executed on May 3, 2018 to delete Exhibit B-1 and add Exhibit B-2 and also increase the monthly fee *by* $780.00 per month; and

WHEREAS, the execution of the Second Amendment to the antenna site license agreement was authorized by the governing authorities on January 30, 2018 and is recorded in Minute Book 6M at Pages 326-327; and

WHEREAS, the last renewal term of the antenna site license agreement commenced on January 1, 2020 and will expire on December 31, 2024; and

WHEREAS, Alltel Corporation which does business as Verizon Wireless communicated to the Department of Information Technology's Telecommunications Division that it would like to amend the existing antenna site license agreement to provide for four (4) additional renewal terms of five (5) years; and

WHEREAS, the City of Jackson has the authority to amend the existing antenna site license agreement because Section 21-17-5(1) of the Mississippi Code vests the care, management, and control of municipal property with its governing authorities; and

WHEREAS, Section 21-17-5(1) also authorizes the governing authorities of a municipality to adopt orders concerning municipal affairs 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 antenna site license agreement concerns municipal property and affairs; and

Agenda Item No.: 31
11.19.24
(Reid, Lumumba)

WHEREAS, amending the term of the agreement to add additional renewal terms is not inconsistent with the Mississippi Constitution or laws of the State of Mississippi; and

WHEREAS, the Third Amendment to the antenna site license agreement for the site located at 179 Magnolia Road contains the following language:

1. ***Term.*** *Notwithstanding anything contained in the agreement to the contrary, the agreement shall expire on December 31, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term), unless Licensee terminates the Agreement by giving Licensor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.*

2. ***Rent.*** *Commencing on January 1, 2025, the monthly rent shall be $5,646.38 to be paid on the first day of the month in advance to Licensor or such other person as Licensor may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of January 1, 2026 thereafter.*

3. ***Continued effect.*** *Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as other stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.*

4. ***Ratification and Reaffirmation.*** *Licensor and Licensee do hereby ratify, reaffirm, adopt, contract for and agree to be or continue to be, bound by all of the terms and conditions of the above referenced Agreement. Except as modified this First Amendment, all of the terms and conditions of this Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.*

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to execute the Third Amendment to the Antenna Site License Agreement with Alltel Corporation doing business as Verizon Wireless for the tower located at 179 Magnolia Road.

OFFICE OF THE CITY ATTORNEY
11/4/2024

IT IS HEREBY ORDERED that the mayor shall be authorized to execute the Third Amendment to the Antenna Site License Agreement for the site located at 179 Magnolia Road containing the terms stated in this order.

OFFICE OF THE CITY ATTORNEY

11/4/024

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/28/2024
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Five (5) amendments to antenna site license agreement between City of Jackson, a Mississippi municipality ("LICENSOR"), and Verizon Wireless. ("LICENSEE")
2.	**Purpose**	Five (5) amendment to antenna site license agreement, located at Site#20 301 NORTH STREET, Site#14 179 MAGNOLIA ROAD, Site#/10 FS#23 2642 RAYMOND ROAD, Site#12 543 MARTIN STREET, 3551 LYNCH STREET between City of Jackson, a Mississippi municipality ("LICENSOR"), and Verizon Wireless. ("LICENSEE"), where the parties desire to commence the Agreement to modify licensee's equipment as set forth herein.
3.	**Who will be affected**	All City Departments
4.	**Benefits**	Rent increase accumulates more revenue for the City of Jackson
5.	**Schedule (beginning date)**	Upon Execution
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Administration, Telecommunications Division
8.	**COST**	Commencing upon the installation of the Equipment, rent will be increased by Five Thousand Three Hundred Twelve and 74/100 dollars ($5,312.74) for Site#20, Five Thousand Six Hundred Forty Six and 38/100 dollars ($5,646.38) for Site#14, Five Thousand Seven Hundred and 51/100 dollars ($5,700.51) for Site#10 FS#23, Four Thousand Three Hundred Ninety Three and 50/100 dollars ($4,393.50) Site#12, Three Thousand Four Hundred Elven and 91/100 dollars ($3,411.91) Site#1 per month ("Rent Increase").
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	N/A
10.	**EBO participation**	ABE _____% WAIVER yes __ no __ N/A X AABE _____% WAIVER yes __ no __ N/A X WBE _____% WAIVER yes __ no __ N/A X HBE _____% WAIVER yes __ no __ N/A X NABE _____% WAIVER yes __ no __ N/A X

Revised 2-04

THE CITY OF
JACKSON
MISSISSIPPI

DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: August 28, 2024

To: Mayor Chokwe A. Lumumba

From: Dr. Muriel Reid-Director of Information Systems

Subject: Verizon, with its principal office located at 180 Washington Valley Road, Bedminster, NJ 07921 to modify equipment and increase licensee fees at five tower sites within the City of Jackson.

The Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreement with Cellco Partnership & Alltel Corporation d/b/a Verizon Wireless ("Verizon") that will modify Verizon's equipment and increase the monthly license fees at the towers at Site#20 301 NORTH STREET, Site#14 179 MAGNOLIA ROAD, Site#/10 FS#23 2642 RAYMOND ROAD, Site#12 543 MARTIN STREET, Site#1 3551 LYNCH STREET

Granting approval to (2) Cellco Partnership & (3) Alltel Corporation d/b/a Verizon Wireless ("Verizon") to modify equipment and increase licensee fees at five tower sites within the City of Jackson to generate additional revenue.

Akeith Harris

Telecommunications Manager

Anthony Carter

Operations/Systems/Contracts Manager

353 South Congress | P.O. Box 17
Jackson, Mississippi 39205-0017

www.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
11/6/24

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED AT 179 MAGNOLIA ROAD** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*
Carrie Johnson, *Deputy City Attorney*

11/6/24
Date

THIRD AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

This Third Amendment to Antenna Site License Agreement ("Third Amendment") is made, and shall be effective, as of the last date of the signatures below ("Effective Date"), between the City of Jackson, a Mississippi municipality ("LICENSOR"), and Alltel Corporation d/b/a Verizon Wireless ("LICENSEE"). LICENSOR and LICENSEE (or their predecessors in interest) entered into that certain Antenna Site License Agreement dated February 15, 2005, as may have been previously amended and/or assigned, (the "Agreement"), pursuant to which LICENSEE is leasing or licensing from LICENSOR a portion of that certain property located at 179 Magnolia Road, Jackson, MS 39213, as more particularly described in the Agreement. LICENSOR and LICENSEE may be referenced in this Third Amendment individually as a "Party" or collectively as the "Parties."

In consideration of the mutual covenants and promises contained in this Third Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on December 31, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term"), unless LICENSEE terminates the Agreement by giving LICENSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on January 1, 2025, the monthly rent shall be $5,646.38 to be paid on the first day of the month in advance to LICENSOR or such other person as LICENSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of January 1, 2026 thereafter.

3. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Third Amendment, the terms and provisions of this Third Amendment shall control. In addition, except as otherwise stated in this Third Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Third Amendment.

4. Ratification and Reaffirmation. LICENSOR and LICENSEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Third Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Third Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Third Amendment is effective and entered into as of the date last written below.

LICENSOR:

City of Jackson, a Mississippi municipality

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

Alltel Corporation d/b/a Verizon Wireless

By: Sergei Mislevy

Name: Sergei Mislevy

Title: Executive Director-Network Engineering/Real Estate

Date: May 24, 2024

January 30, 2018
Minute Book 6M Pages 326-327

Licensor Site Name: Magnolia Road
Licensee Site Name: Queens / 254562

Second Amendment to Antenna Site License Agreement

This Second Amendment to Antenna Site License Agreement (this "Second Amendment") is made this 3 day of May, 2018 (the "Effective Date"), by and between the **City of Jackson**, a Mississippi municipality, hereinafter "Licensor", and **Jackson Cellular Telephone Co., Inc. d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "Licensee". Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Licensor and Licensee's predecessor in interest entered into an Antenna Site License Agreement dated February 15, 2005 (the "Lease"), as amended by that certain First Amendment to Antenna Site License Agreement dated January 11, 2012 (the "First Amendment"), (hereinafter the Lease and First Amendment are collectively referred to as the "Agreement"); pursuant to the Agreement, Licensor granted Licensee a non-exclusive license to use certain space for its telecommunications operation at the property located at the **Magnolia Tower** in Hinds County, MS, located at 179 Magnolia Road, Jackson, Mississippi 39213 (the "Site");

WHEREAS, Pursuant to that certain AWS Spectrum Manager Lease agreement, dated January 1, 2014, between Cellco Partnership and Jackson Cellular Telephone Co., Inc., Jackson Cellular Telephone Co., Inc. is the proper contracting entity for Licensee;

WHEREAS, the Parties desire to amend the Agreement to document Licensee's modification to equipment at the Site;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Second Amendment as follows:

1. Exhibit "B-1" attached to the Agreement is deleted in its entirety and replaced with Exhibit "B-2" attached hereto and incorporated herein to update Licensee's Tower Equipment information. The information in Exhibit "B-2" replaces and supersedes all information in the Agreement which is not consistent with Exhibit "B-2". In the event of any inconsistency or discrepancy between the Agreement and Exhibit "B-2" attached hereto, Exhibit "B-2" attached hereto shall control.

2. Notwithstanding any provision to the contrary in the Agreement, effective on the first day of the month following full execution of this Second Amendment, the Monthly License Fee shall increase by **$780.00** per month. Rent due for any partial payment period, if applicable, shall be prorated accordingly. The Parties agree the Monthly License Fee, as escalated, is subject to the rental escalation outlined in Paragraph 4 (a) of the Agreement.

3. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto.

4. The Agreement and this Second Amendment contain all agreements, promises or understandings between Licensor and Licensee and no verbal or oral agreements, promises

or understandings shall be binding upon either the Licensor or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and this Second Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and this Second Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and this Second Amendment. Any terms not set forth in this Second Amendment shall be governed by the terms set forth in the Agreement.

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

Witnesses:

By: Kyiah Moore
Name: Kyiah Moore

By:
Name: Barbie Winn

By: Angelia Hatcher
Name: Angelia Hatcher

Licensor:

City of Jackson, a Mississippi municipality

By: Chokwe Antar Lumumba
Name: Chokwe Antar Lumumba
Title: Mayor
Date: 5/3/2018

Licensee:

Jackson Cellular Telephone Co., Inc.
d/b/a Verizon Wireless

By:
Name: Jason Leiker
Title: Director – Network Field Engineering

Date: 4-6-18

Consented to, confirmed, and ratified by:

Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

By:
Name: Jason Leiker
Title: Director – Network Field Engineering

Date: 4-6-18

Exhibit "B-2"

Licensee is authorized to install the following equipment on the Tower:

- 6 Commscope JAHH-65C-3RB antennas, or like kind, @ 141' centerline;
- 3 Alcatel Lucent B66A-RRH4x45 Remote Radio Heads, or like kind; with Licensee's antennas;
- 3 Alcatel Lucent B13RRH 4x30 Remote Radio Heads, or like kind, with Licensee's antennas;
- 1 Raycap RCMDC-6627-PF-48 DCC Surge Suppression System, or like kind;
- 1 hybrid fiber cable, or like kind;
- 11 (1-5/8") coax cables, or like kind.

Minute Book 52
Page 190-191
June 14, 2011

Site 14

Licensee Site Name: Queens / 158632
Licensor Site Name: Magnolia Tower

FIRST AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

This First Amendment to Antenna Site License Agreement (this "First Amendment") is made this ___ day of _____, 20___ (the "Effective Date"), by and between the **CITY OF JACKSON**, a Mississippi municipality, hereinafter "Licensor", and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "Licensee". Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Licensor and Licensee entered into an Antenna Site License Agreement ("Agreement") dated February 15, 2005; pursuant to the Agreement, Licensor granted Licensee a non-exclusive License to use certain space at the property located at the **Magnolia Tower** at 179 Magnolia Road, Jackson, Mississippi (the "Site");

WHEREAS, Licensor and Licensee desire to amend the Agreement in order to, among other things, document Licensee's installation of additional equipment at the Site.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this First Amendment as follows:

1. Exhibit "B" attached to the Agreement is deleted in its entirety and replaced with Exhibit "B-1" attached hereto and incorporated herein to update Licensee's Tower equipment information. The information in the Exhibit "B-1" replaces and supersedes all information in the Agreement which is not consistent with Exhibit "B-1". In the event of any inconsistency or discrepancy between Exhibit "B" to the Agreement and Exhibit "B-1" attached hereto, Exhibit "B-1" attached hereto shall control.

2. Notwithstanding any provision to the contrary in the Agreement, effective on the first day of the month following full execution of this First Amendment, the Monthly License Fee shall increase by a total of Seven Hundred Sixty-One and 34/100ths ($761.34) Dollars. Rent due for any partial payment period, if applicable, shall be prorated accordingly. The Parties agree the Monthly License Fee, as escalated, is subject to the rental escalation outlined in Paragraph 4 (a) of the Agreement.

3. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto.

4. The Agreement and this First Amendment contain all agreements, promises or understandings between Licensor and Licensee and no verbal or oral agreements, promises or understandings shall be binding upon either the Licensor or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and this First Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and this First Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and this First Amendment. Any terms not set forth in this First Amendment shall be governed by the terms set forth in the Agreement.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

WITNESSES:

By: Brenda Ree
Name: Brenda Ree

By: Lynne Carlisle
Name: Lynne Carlisle

LICENSOR:

CITY OF JACKSON, a Mississippi municipality

By: Harvey Johnson, Jr.
Name: Harvey Johnson, Jr.
Title: Mayor
Date: 11/11/11

LICENSEE:

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS

By:
Name: Hans F. Leutenegger
Title: Area Vice President Network

Date: 11/7/2011

EXHIBIT "B-1"

Licensee is authorized to install the following equipment on the Tower:

- Three (3) Andrew LBX-6516DS-VTM antennas, or like kind at 141' Centerline;
- Three (3) Andrew LNX-6515DS-VTM antennas, or like kind, at 141' Centerline;
- Twelve (12) coaxial cable lines measuring 1-5/8" in width

Queens
Site #44580
Magnolia

ANTENNA SITE LICENSE AGREEMENT

This License Agreement (this "Agreement") is made to be effective as of this 15 day of February 2005 ~~December, 2004~~, by and between the City of Jackson, a Mississippi municipality ("Licensor"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware Limited Partnership ("Licensee").

WITNESSETH:

1. Definitions. Licensor and Licensee agree that the respective terms as used herein shall, unless the context otherwise requires, have the following meanings:

"Tower" means Licensor's tower and associated structural hardware located at geographic coordinates Latitude N 32° 20' 15.9", Longitude W 90° 16' 29.6", in Hinds County, Mississippi (the "Premises"), also referred to as the Magnolia Tower, and more particularly described on Exhibit A attached hereto and by this reference incorporated herein.

"Cabinet Pad" means a concrete pad adjacent to the Tower to be constructed by Licensee at its sole cost and expense designated by Licensor for Licensee's exclusive use and installation of communications equipment, which Licensor and Licensee agree shall have those dimensions shown on Exhibit A, and shall be suitable for installation of cabinets associated with Licensee's equipment. The design and location of such pad shall be subject to Licensor's prior approval, which shall not be unreasonably withheld or delayed.

"Antenna Site" means the applicable portions of the Tower designated by Licensor as site space, the Cabinet Pad and any necessary route of ingress and egress between the Cabinet Pad and Tower for cables and other related equipment as necessary to interconnect Licensee's Site Equipment.

"Manager" means the City of Jackson, Mississippi, its successors or assigns and any subsequent manager of the Antenna Site pursuant to a management agreement with Licensor.

"Site Equipment" means any communications equipment, including equipment shelters, base stations, antenna(s), poles, dishes or masts, cabling or wiring and accessories used therewith approved by Licensor for installation, operation and maintenance on the Antenna Site.

Licensor and Licensee agree that capitalized terms defined elsewhere in this Agreement shall, unless the context requires otherwise, have the meaning there given.

2. License to Use.

(a) Subject to and upon the terms, provisions and conditions hereinafter set forth and in consideration of the duties, covenants and obligations of Licensee hereunder, Licensor has granted and does hereby grant unto Licensee, a nonexclusive license (the "License") to use the Antenna Site for the installation, operation and maintenance, at Licensee's

sole expense and risk, of Licensee's Site Equipment, as more particularly described in Exhibit B attached hereto and made a part hereof for all purposes. The foregoing notwithstanding, however, Licensee's rights shall be exclusive with respect to the Cabinet Pad, and Licensor will not license space to other licensees at the same elevation on the Tower. Licensor further grants to Licensee a non-exclusive right of ingress and egress and access to the Antenna Site, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, and for the installation and maintenance of utilities, over, under or along a right-of-way extending from the nearest public right-of-way, Magnolia Road, to the Antenna Site, as more particularly described on Exhibit A-1 attached hereto and incorporated herein by reference.

(b) This License is limited to allowing Licensee to only install, maintain and operate on the Antenna Site in the location or locations described in Exhibit A, radio communications equipment, antennas and appurtenances, which Licensee owns for purposes of providing communication services which Licensee is licensed by the Federal Communications Commission ("FCC") to provide.

(c) Licensee, at its sole expense and with the prior approval of Licensor which shall not be unreasonably withheld or delayed, shall have the right to fence and enclose its ground equipment as necessary to provide for the security, safety and protection of the public and to provide for security and limitation of liability against Licensee, Licensor and others. Licensee shall provide Licensor with all keys and combinations to such fencing and enclosures as shall be necessary to give it complete access to all areas of the Antenna Site at all times.

(d) Licensor reserves the right to require Licensee to relocate all or a portion of its tower mounted Site Equipment to a different location on the Tower in the event that the Site Equipment interferes with the use of the Tower or Premises by the City or other users of the Tower who pre-date Licensee's use of the Tower, and Licensee agrees to relocate said Site Equipment at its expense, provided that said relocation does not substantially change the radio service coverage area of the Site Equipment. Furthermore, Licensee shall not install any of its Site Equipment on the Antenna Site in a manner that interrupts or prevents the normal use or operation of the equipment of other users of the Tower who pre-date Licensee's use of the Tower; and without limiting the generality of the foregoing, Licensee's Site Equipment shall be installed with adequate clearance for opening of all cabinet doors and adequate access to all equipment of users who pre-date Licensee's use.

(e) Licensee may replace the site equipment with similar and comparable equipment provided said replacement does not increase tower loading. Prior to the replacement of the site equipment, Licensee shall provide to the City's Telecommunications Division Manager fourteen (14) days written notice of its intent to replace the site equipment. The written notice shall include a description and drawing depicting the equipment to be replaced and the location of the equipment. Any replacement of site equipment which results in an increase in tower loading will require an increase in rent and amendment of agreement. The amount of rent increase will be negotiated by the parties.

(f) Licensor represents and warrants to Licensee that Licensor holds good and valid fee simple title to the Antenna Site. Licensor covenants to Licensee that if Licensee shall perform its obligations hereunder, Licensee shall have quiet enjoyment of the Antenna Site throughout the term of this Agreement.

3. Term.

(a) The term (the "Term") of this Agreement shall commence on January 1, 2005 (the "Commencement Date") and shall continue for five (5) years. Licensee shall have the option to renew the License for up to three (3) additional terms of five (5) years each (each a "Renewal Term"), and this Agreement shall automatically be renewed unless Licensee provides written notice of cancellation at least thirty (30) days prior to the scheduled expiration of the then current term.

(b) The permission granted to Licensee to use the Antenna Site granted by this Agreement may be canceled by Licensor for any noncompliance by Licensee with the terms or provisions of this Agreement if such failure, after proper notice of such noncompliance has been given to Licensee, continues for (i) fifteen (15) days and can be cured by the payment of money, or (ii) thirty (30) days and cannot be cured merely with the payment of money (or such additional time as may be reasonably required if Licensee commences the cure within such 30-day period and continuously and diligently pursues the cure to completion).

(c) This Agreement may be likewise canceled by Licensee for any noncompliance by Licensor with the terms or provisions of this Agreement if such failure, after proper notice of such noncompliance, has been given to Licensor, continues for (i) fifteen (15) days and can be cured by the payment of money, or (ii) thirty (30) days and cannot be cured merely with the payment of money (or such additional time as may be reasonably required if Licensee commences the cure within such 30-day period and continuously and diligently pursues the cure to completion). Licensor also acknowledges that Licensee's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement, all certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests which will permit Licensee to use the Premises as set forth in this Agreement. Licensor shall cooperate with Licensee in Licensee's efforts to obtain such approvals and shall take no actions which would adversely affect the status of the Premises with respect to the proposed use by Licensee. In the event that any of such applications for Governmental Approvals should be finally rejected or Licensee determines that any such Governmental Approval may not be obtained in a timely manner, or if any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority or soil boring tests are found to be unsatisfactory so that Licensee in its sole discretion will be unable to use the Premises for its intended purposes, or if Licensee determines that the Property is no longer technically compatible for its intended use, then Licensee shall have the right to terminate this Agreement. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in the manner set forth in this Agreement, and shall be effective upon the mailing of such notice by Licensee. All

rentals paid to said termination date shall be retained by Licensor. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money, to each other.

4. Payments.

(a) Licensee shall, except as noted below, pay Licensor, without demand, offset or counterclaim on the Commencement Date and on the first of each calendar month thereafter during the Term of the monthly fee set forth as $1,800 per month (the (Monthly License Fee) for up to six (6) antennae with a maximum of two (2) lines per antenna for the initial installation phase, subject to the cost of living increase as described below. If the Commencement Date occurs on a date other than the first day of a month, the Monthly License Fee shall be prorated for such partial month. Likewise, if the Term ends on a date other than the last day of a month, the Monthly Licensee Fee shall be prorated for such partial month. For the installation of any antennae lines subsequent to the initial installation phase, Licensee shall pay additional rent in the amount of $1.50 per antenna line per foot, per month subject to cost of living increases as described below. By way of example, if Licensee installed only six (6) antennae lines during the initial installation phase, the installation of the seventh and subsequent antennae lines are subject to the additional rent of $1.50 per antenna line per foot, per month. Rent for all Antenna Sites encompassed by this Agreement may be aggregated and paid by Licensee in a single, monthly payment for all Antenna Sites. Any Rent described herein shall be increased annually, effective as of each anniversary of the Commencement Date by an amount equal to three percent (3%) of the previous year's rent; provided, however, that the Rent payable by Licensee hereunder during each year of the third Renewal Term shall be increased by an amount equal to four percent (4%) of the previous year's rent.

(b) In addition to the Monthly License Fee, Licensee shall pay Manager (as agent for Licensor) if, and when due, any sales, use, real estate, personal property or other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Antenna Site hereunder. Licensee shall pay any applicable or assessed property taxes, real or personal, attributable to Licensee's Site Equipment.

5. Technical Standards. Licensee agrees that the installation, operation and maintenance of its Site Equipment shall at all times, and at Licensee's expense, comply with such technical standards as may from time to time be established by Licensor for the Antenna Site, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"), more fully set out in Exhibit C hereto, provided that such technical standards (a) are implemented on a non-discriminatory basis; (b) do not prohibit or interrupt Licensee's use as provided for under this Agreement or conflict with the terms hereof; or (c) do not increase Licensee's financial obligations under this Agreement. Licensor will provide to Licensee a copy of any new Technical Standards established by Licensor to ensure compliance with the same, and if any new Technical Standards established by Licensor shall require that Licensee modify or

revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modification or revisions within a reasonable time thereafter.

6. Interference. Licensee covenants that its Site Equipment shall not cause interference with equipment owned or operated by Licensor or by third parties co-located on the Tower prior to this Agreement. If, in the reasonable judgment of Licensor, any electrical, electromagnetic, radio frequency or other interference shall result from the operation of any of Licensee's Site Equipment, Licensee agrees to immediately take all steps necessary to eliminate the interference within twenty-four (24) hours from receipt of verbal notice from Licensor, by telephone call to Licensee's Network Operations Center at 800-264-6620, and if such interference cannot be eliminated then to power down Licensee's equipment within such 24-hour period; provided, however, if an emergency situation exists which threatens life or property, which Licensor reasonably determines in its sole discretion to be attributable to Licensee's Site Equipment, Licensor shall immediately notify Licensee verbally as set forth above, and Licensee shall act immediately to remedy the emergency situation. Should Licensee fail to so remedy said emergency situation, Licensor may then require Licensee to immediately power down Licensee's equipment. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other liabilities arising out of said shutdown, excluding those expenses, costs, damages, losses, claims, or other liabilities due to negligence or misconduct of licensor, its employees, visitors, or invitees. Licensee agrees to cease operations (except for intermittent testing on a schedule approved by Licensor) until the interference has been corrected to the satisfaction of Licensor. If such interference has not been corrected within sixty (60) days, then Licensee shall either terminate this Agreement forthwith, or immediately remove from the Antenna Site the specific item of Site Equipment causing such interference, in which latter case the Monthly License Fee shall be reduced by the portion of the fee applicable to such Site Equipment for the remainder of the Term and all other terms and conditions of this Agreement shall remain in full force and effect. Licensee agrees that it shall act cooperatively and in good faith to resolve any interference issues with third parties. Licensor agrees that other licensees who locate on or install additional or different equipment on the Antenna Site after the date of this Agreement will be permitted to install only such radio equipment that is of a type and frequency which will not cause measurable interference to the existing equipment of Licensee, and Licensor will immediately correct such interference or cause the same to be corrected by other licensees. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, either party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

7. Maintenance. Licensor shall, at its expense, be responsible for the maintenance of the Tower and the Premises. Licensee shall be responsible, at Licensee's expense, for the maintenance of its tower mounted equipment including brackets, cable ties, antennas, antenna cable and associated hardware and its other Site Equipment, and shall respond to Licensor's notice to make necessary repairs within seventy-two (72) hours, which notice may be verbal. If Licensor, in its sole judgment, deems any repairs to Licensee's tower equipment necessary for the protection of life or property, and if Licensee is unable or unwilling to effect such repairs

expediently, Licensor may effect the necessary repairs, and Licensee shall pay Licensor's invoice therefor within a reasonable time. Only tower service organizations approved by Licensor shall ascend the Tower or do any installation, service or maintenance work on the Tower. Licensee, its employees, agents or invitees shall not ascend the Tower without first having given Licensor notice of Licensee's intent to ascend the Tower at least four (4) hours prior to the anticipated time of the ascension of the Tower except in urgent circumstances in which case Licensee shall give Licensor notice which is reasonable under the circumstances prior to ascending the Tower. In no event shall Licensee or its agents and contractors be allowed to ascend the Tower unless and until Licensee or its agents or contractors have complied with the insurance requirements imposed upon Licensee or its agents and contractors by this Agreement. Licensee shall keep its Site Equipment and the areas immediately surrounding same neat and clean. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other Licensee or Licensor in its operation of the Antenna Site. Licensor shall have no obligation to license, maintain, operate or safeguard the Site Equipment.

8. Electrical Facilities. In the event that Licensee chooses not to install a separate electrical meter, Licensor shall furnish Licensee electrical facilities to furnish sufficient power for Licensee's Site Equipment; provided, however, if Licensee's Site Equipment (singly) consumes more than 1.0 kilowatts per hour at rated capacity or requires a voltage other than 120 volts single phase, Licensee shall pay (i) for the cost of installing such facilities, (ii) for the cost of the installation of any separate meters required thereby, and (iii) at least the sums charged Licensor by the applicable utility for such service as reflected by such meter. Licensee may at its option install a separate electrical meter to service Licensee's Site Equipment. Temporary interruption in the power provided by such facilities shall not render Licensor liable in any respect for damages to either person or property nor relieve Licensee from fulfillment of any covenant or agreement hereof. If Licensor is furnishing power and any of Licensee's Site Equipment fails because of a loss of any electrical power, Licensor shall use reasonable diligence to restore electrical power promptly, but Licensee shall have no claim for damages on account of any interruption in electrical occasioned thereby or resulting therefrom; however, should any such interruption in electrical service continue for a period in excess of seventy-two (72) hours, then, in such event, the Monthly License Fee shall be reduced proportionately, to the extent Licensee's Site Equipment is unusable until such time as electrical power is restored to Licensee's Site Equipment. Notwithstanding the foregoing, if Licensor furnishes electrical service for Licensee's Site Equipment, Licensor shall at all times be able to shut down the electrical service to the Antenna Site and Licensed Site Equipment in connection with any maintenance operation conducted for the Site Equipment. Licensor agrees to make a reasonable effort to schedule any such shutdown during non-peak hours. Licensor also agrees to make a reasonable effort to cooperate with Licensee in obtaining temporary alternate power during the scheduled maintenance operations, but shall have no obligation hereunder to provide alternate power from emergency power sources. In connection therewith, Licensor agrees to give Licensee reasonable prior notice, except in emergency situations, which notice may be verbal.

9. Compliance with Laws. The access to, and installation, maintenance and operation of, Licensee's Site Equipment must at all times be in strict compliance with the Technical Standards, all applicable federal, state and local laws, ordinances, and regulations (including without limitation the Federal Communications Commission, Federal Aviation Agency, City and Fire Codes) and the rules and regulations of the Antenna Site.

10. Assignment and Sublicensing.

(a) Licensee may not assign this Agreement without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed by Licensor. Licensee shall not be permitted to sublicense to, or share its Site Equipment with, third parties without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion. This Agreement may also be sold, assigned or transferred by Licensee without Licensor's consent to Licensee's principals, affiliates, subsidiaries of its principals, or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Site is located, by reason of a merger, acquisition or other business reorganization.

(b) Licensor shall have the right to freely transfer and assign, in whole or in party, all its rights and obligations hereunder and no further liability or obligation shall thereafter accrue against Licensor hereunder, but this License shall remain binding on Licensor's assigns.

11. Inspection. Licensee shall permit Licensor or its agents or representatives at all hours to have access to Licensee's Site Equipment to (a) inspect Licensee's Site Equipment, (b) make technical measurements or tests related to the Site Equipment, provided that no hard electrical connections are made to Licensee's site equipment when Licensee or its representative is not present, (c) perform any obligations of Licensee hereunder which Licensee has failed to perform, or which work Licensee agrees to pay Licensor's invoice therefor promptly, (d) assure Licensee's compliance with the terms and provisions of this License and all applicable laws, ordinances, rules and regulations. Licensee reserves the right to have a representative of Licensee present at any time Licensor or its agents or representatives access Licensees Site Equipment.

12. Licensor's Review of Plans and Approval of Contractors.

(a) Prior to installing or allowing any equipment to be installed in or on the Antenna Site, Licensee shall submit detailed plans and specification of the planned installation for Licensor's approval. Licensor shall have a reasonable period of time to review and approve such plans which must in all events be in compliance with the Technical Standards. In no event will Licensor's approval of such plans be deemed a representation that they comply with applicable laws, ordinances or rules and regulations or will not cause interference with other communications operations, such responsibility being solely Licensee's.

(b) Licensor shall have the right of prior approval of any contractors performing installation, modification or maintenance work on behalf of Licensee on the Antenna Site, which approval shall not be unreasonably withheld, but which once given may be rescinded by Licensor for cause upon written notice of rescission by Licensor to Licensee. If Licensee performs its own installation, modification or maintenance work, Licensor's right of prior approval shall also extend to Licensee as a contractor, and any reasonable withholding or rescission of Licensor's approval of Licensee as a contractor due to Licensee's negligence or willful misconduct shall not relieve Licensee of its obligations hereunder. Licensee shall submit the name of any proposed contractor to Licensor prior to such contractor performing any work on behalf of Licensee on the Antenna Site and Licensor shall notify Licensee within a reasonable period of time thereafter as to whether Licensor has approved such contractor.

13. Removal of Site Equipment.

(a) Licensee may remove its Site Equipment at any time prior to the expiration or earlier termination of this Agreement provided Licensee repairs any damage to the Antenna Site caused thereby and restores the Site Space to its original condition, ordinary wear and tear excluded.

(b) If Licensee does not remove its Site Equipment (to the extent such is entitled to be removed) on or prior to the expiration or termination of this License without the written consent of Licensor, Licensee's Site Equipment shall be conclusively deemed to be abandoned and shall become Licensor's property and Licensor may remove and/or dispose of such Site Equipment as Licensor sees fit, all at Licensee's cost and expense. In connection therewith, Licensor agrees that if Licensee requests permission to maintain its Site Equipment on the Antenna Site after the termination of this License, Licensor shall not unreasonably withhold its consent thereto, provided Licensee continues to pay the Monthly License Fee then in effect, but in no event shall Licensee be entitled to maintain its Site Equipment on the Antenna Site for more than ninety (90) days after the expiration or termination of this License.

(c) If Licensee elects to abandon any transmission line which is the property of Licensee, and if Licensor consents to such abandonment, then said transmission line shall become the sole property of Licensor. Otherwise, Licensee agrees, at its expense, to remove any or all transmission lines, other than electrical or telephone lines installed by Licensee to service Licensee's Site Equipment, which are its property.

14. Fire Clause. In the event of a fire or other casualty in or on the Antenna Site, which Licensee is aware of, Licensee shall immediately give notice thereof to Licensor. If the Antenna Site through no fault or neglect of Licensee, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Antenna Site unusable, the Monthly Licensee Fee provided for herein shall abate thereafter until such time as the Antenna Site is made usable as determined by Licensor. In the event of a fire or other casualty in or on the Antenna Site without fault or neglect of Licensee, its agents, employees, invitees or visitors which cannot reasonably be expected to be repaired within forty-five (45) days following

the casualty, then Licensee may terminate this Agreement on fifteen (15) days notice to Licensor. Nothing herein shall be construed to require Licensor to rebuild the Antenna Site, but if Licensor decides not to rebuild, this License shall terminate as of the date of such total or partial destruction.

15. Condemnation and Loss or Damage. If all or any portion of the Antenna Site shall be taken or condemned for any public purpose to such an extent as to make Licensee unable to utilize its Site Equipment, this Agreement shall, at the option of either party, forthwith cease and terminate. All proceeds from any taking or condemnation of the Antenna Site (excluding Licensee's Site Equipment) shall belong to and be paid to Licensor, it being agreed that the Licensee will be entitled to payment for reimbursement of relocation expenses from the condemning entity, subject to possible applicable court order. Licensee may on its own behalf make a claim in any condemnation proceeding for losses related to Licensee's Site Equipment.

16. Damages from Certain Causes. Neither Licensor nor Licensee, or their respective agents shall be liable or responsible to the other for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority (other than Licensor), or for any damage or inconvenience which may arise by reason of the foregoing.

17. Liability Insurance. Licensee shall at its expense, maintain a policy or policies of comprehensive general liability and worker's compensation insurance, issued by and binding upon some solvent insurance company rated at least A- by AM Best, such insurance to include contractual liability and to afford minimum protection as follows:

Bodily Injury	$1,000,000 for injury including death to any person and for all injuries sustained by more than one person in any one accident.
Property Damage	$500,000 for damages as a result of any one accident.
Worker's Compensation	Statutory limits

Licensee agrees that (1) each liability policy shall name Licensor as an additional insured, (2) Licensee's insurance program shall not be canceled without thirty (30) days prior notice to Licensor, and (3) Licensor will be furnished a Certificate of Insurance of each such policy prior to the Commencement Date. Licensor acknowledges that it currently maintains the following insurance coverages with respect to the Tower and the Antenna Site: property damage coverage with limits not less than the Latest Statement of Value or other documentation filed with Licensor's insurance carrier for all buildings and structures (including the Tower) located on the Antenna Site; and aggregate insurance coverage on all of Lessor's property in the amount of $100,000,000 for damage arising out of any one occurrence, with such liability with respect to any one building or structure being limited to 110% of the individually stated value of such

building, for damage or destruction to property in any one occurrence. Licensor agrees to maintain said insurance in effect throughout the term of this License, including all renewals hereof.

18. Indemnification. Licensor, Manager or their agents, servants, employees and subcontractors shall not be liable to Licensee, or to Licensee's agents, servants, employees, customers or invitees for any damage to persons or property caused by any action or omission of Licensee, its agents, servants or employees, and Licensee agrees to indemnify and hold Licensor, Manager, their agents, servants, employees and subcontractors harmless from all liability and claims for any such damage. Likewise, Licensee, its agents, servants, employees and subcontractors shall not be liable to Licensor, or to Licensor's agents, servants, employees, customers, invitees, or subcontractors for any damage to persons or property caused by any action or omission of Licensor, its agents, servants, employees or subcontractors, and Licensor agrees, to the extent allowed by law, to indemnify and hold Licensee, and its agents, servants, employees, customers, invitees, or subcontractors harmless from all liability and claims for any such damage. This section shall not be deemed to limit the City's sovereign immunity with respect to claims by third parties, and neither Licensor nor Licensee shall be deemed to have any indemnity obligation for any claim otherwise barred (or to the extent barred) by the City's sovereign immunity. The obligations of both parties hereunder shall survive the termination of this Agreement.

19. Limitation of Licensor's Liability. Licensee acknowledges that Licensor's liability for any act or occurrence on the Tower Site is limited to the extent set forth in the Mississippi Tort Claims Act, Miss. Code Ann. Section 11-46-1, et seq.

20. Notice. Any notice, communication, request, reply or advise (herein severally and collectively, for convenience, called "notice") in this Agreement provided or permitted to be given, made or accepted by either party to the others must be in writing (except where verbal notice is specifically authorized under this Agreement for a particular circumstance) and shall effectively be given (i) if deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, (ii) if deposited with a national overnight receipted delivery service who provides signed acknowledgements of receipts (included Federal Express, UPS, and other similar delivery services) and addressed to the party to be notified, or (iii) delivered in person to such party. Any notice mailed shall be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited in a depository of the United States Postal Service. Any notice sent by overnight service shall be effective, unless otherwise stated in this Agreement, when the notice is deposited with the overnight delivery service. Verbal or any other notice given in any other manner shall be effective only if and when received by the other party to be notified. For purposes of notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Licensor: Manager, Division of Telecommunications
Attention: Franchise Administrator
City of Jackson

P.O. Box 17
Jackson, MS 39205
(610) 960-1696

with a copy to: Office of the City Attorney
Attention: City Attorney
P.O. Box 17
Jackson, MS 39205
(601) 960-1799

If to Licensee: Verizon Wireless Personal Communications LP d/b/a
Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention Network Real Estate

The parties hereto and their respective heirs, successors, legal representatives and assigns shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by at least fifteen (15) days prior written notice to the other party.

21. Partial Invalidity. If any terms or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction, the remainder of this Agreement or the application of such term shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extend permitted by law.

22. Attorneys' Fees. If Licensee fails to perform any of the terms, covenants, agreements or conditions contained in this Agreement and Licensor places the enforcement of this Agreement, or any part thereof, or the collection of any sums due, or to become due hereunder in the hands of any attorney, or files suit upon same, Licensee agrees to pay all reasonable costs associated with same including Licensor's reasonable attorneys' fees. In no event shall Licensee be liable for attorney fees incurred by Licensor because of Licensor's neglect or intentional misconduct in connection with the performance of this Agreement.

23. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

24. Alteration. This Agreement may not be altered, changed, or amended, except by an instrument in writing signed by both parties hereto.

25. Miscellaneous. The License shall be binding upon and inure to the benefit of the successors and assigns of Licensor, and shall be binding upon and inure to the benefit of Licensee, its successors, and, to the extent assignment is permitted hereunder, Licensee's assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

26. Cumulative Remedies. All rights and remedies of Licensor and Licensee under this License shall be cumulative and none shall exclude any other rights or remedies allowed by law.

27. Law; Venue. This License is declared to be a Mississippi contract, and all of the terms thereof shall be construed according to the laws of the State of Mississippi. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may be brought and prosecuted in such court or courts located in the State of Mississippi as is provided by law; and the parties consent to the jurisdiction of said court or courts located in the State of Mississippi and to service of process by registered mail, return receipt requested, or by any other manner provided by law.

28. Memorandum of Agreement. Licensee shall be entitled to record a Memorandum of this License Agreement in the county land records, and Licensor shall cooperate with Licensee in the preparation, execution and recording of such Memorandum. In the event of a termination of this Agreement for any reason, Licensee agrees to cancel any Memorandum of record.

IN TESTIMONY WHEREOF, the parties hereto have executed this License as of the date aforesaid.

LICENSOR:

CITY OF JACKSON

By: _____
Name: Harvey Johnson Jr. 2/4/05
Title: Mayor

ATTEST:

Cedric Morgan
Name: Cedric Morgan
Title: City Clerk
(SEAL)

LICENSEE:

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS

By: 9/1 Lt
Name: Hans F. Leutenegger
Title: Area Vice President, Network, South Area

168030.1

EXHIBIT "A"
ANTENNA SITE LOCATION

LEGAL DESCRIPTION OF LICENSOR'S PREMISES

COMMENCING AT A POINT ON THE WEST BOUNDARY LINE OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 WEST, WHICH POINT IS 1418 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 26, RUN THENCE S89°35'00"E, 1032.9 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF LOT 27 OF MAGNOLIA TERRACE, PART I; THENCE CONTINUE S89°35'00"E, 200.0 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE MAGNOLIA ROAD AND THE NORTHEAST CORNER OF THE PARENT TRACT; THENCE RUN S00°01'00"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 150.0 FEET TO THE SOUTHEAST CORNER OF THE PARENT TRACT; THENCE RUN N89°35'00"W, ALONG THE SOUTH LINE OF THE PARENT TRACT, 84.54 FEET TO THE POINT OF BEGINNING OF PARCEL HEREIN DESCRIBED; THENCE CONTINUE N89°35'00"W, ALONG SAID SOUTH LINE, 65.46 FEET TO THE SOUTHWEST CORNER OF THE PARENT TRACT; THENCE RUN N00°01'00"E, ALONG THE WEST LINE OF THE PARENT TRACT, 100.26 FEET; THENCE RUN N89°48'13"E, 18.01 FEET; THENCE RUN S00°11'47"E, 30.33 FEET; THENCE RUN S11°20'54"E, 20.46 FEET TO A FENCE CORNER; THENCE RUN S66°20'07"E, ALONG A FENCE LINE, 47.14 FEET TO A FENCE CORNER; THENCE RUN S00°11'47"E, ALONG A FENCE LINE AND AN EXTENSION THEREOF, 31.48 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF LICENSEE'S LICENSED PARCELS

Licensee's Cabinet Pad Parcel:

COMMENCING AT A POINT ON THE WEST BOUNDARY LINE OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 WEST, WHICH POINT IS 1418 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 26, RUN THENCE S89°35'00"E, 1032.9 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF LOT 27 OF MAGNOLIA TERRACE, PART I; THENCE CONTINUE S89°35'00"E, 200.0 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE MAGNOLIA ROAD AND THE NORTHEAST CORNER OF THE PARENT TRACT; THENCE RUN S00°01'00"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 150.0 FEET TO THE SOUTHEAST CORNER OF THE PARENT TRACT; THENCE RUN N89°35'00"W, ALONG THE SOUTH LINE OF THE PARENT TRACT, 150.0 FEET TO THE SOUTHWEST CORNER OF THE PARENT TRACT; THENCE RUN N00°01'00"E, ALONG THE WEST LINE OF THE PARENT TRACT, 85.26 FEET;THENCE RUN S89°59'00"E, 2.07 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N89°48'13"E, 15.0 FEET; THENCE RUN S00°11'47"E, 30.0 FEET; THENCE RUN S89°48'13"W, 15.0 FEET; THENCE RUN N00°11'47"W, 30.0 FEET TO THE POINT OF BEGINNING.

Licensee's Propane Tank Parcel:

COMMENCING AT A POINT ON THE WEST BOUNDARY LINE OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 WEST, WHICH POINT IS 1418 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 26, RUN THENCE S89°35'00"E, 1032.9 FEET TO A POINT MARKING THE

SOUTHEAST CORNER OF LOT 27 OF MAGNOLIA TERRACE, PART I; THENCE CONTINUE S89°35'00"E, 200.0 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE MAGNOLIA ROAD AND THE NORTHEAST CORNER OF THE PARENT TRACT; THENCE RUN S00°01'00"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 150.0 FEET TO THE SOUTHEAST CORNER OF THE PARENT TRACT; THENCE RUN N89°35'00"W, ALONG THE SOUTH LINE OF THE PARENT TRACT, 150.0 FEET TO THE SOUTHWEST CORNER OF THE PARENT TRACT; THENCE RUN N00°01'00"E, ALONG THE WEST LINE OF THE PARENT TRACT, 94.26 FEET;THENCE RUN S89°59'00"E, 4.53 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N89°48'13"E, 10.0 FEET; THENCE RUN N00°11'47"W, 4.0 FEET; THENCE RUN S89°48'13"W, 10.0 FEET; THENCE RUN S00°11'47"E, 4.0 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-1"
LICENSEE'S ACCESS EASEMENT

LEGAL DESCRIPTION OF LICENSEE'S ACCESS AND UTILITY EASEMENT

COMMENCING AT A POINT ON THE WEST BOUNDARY LINE OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 WEST, WHICH POINT IS 1418 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 26, RUN THENCE S89°35'00"E, 1032.9 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF LOT 27 OF MAGNOLIA TERRACE, PART I; THENCE CONTINUE S89°35'00"E, 200.0 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE MAGNOLIA ROAD AND THE NORTHEAST CORNER OF THE PARENT TRACT; THENCE RUN S00°01'00"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 40.59 FEET TO THE POINT OF BEGINNING OF A 20.0 FOOT WIDE EASEMENT LYING 10.00 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: FROM SAID POINT OF BEGINNING, RUN S86°32'02"W, 131.62 FEET TO THE POINT OF ENDING OF SAID CENTERLINE.

Queens
Site #44580
Magnolia

EXHIBIT "B"
LICENSEE'S SITE EQUIPMENT

Antenna Information

Antenna Type:	PCSA065-19-2, or similar
Weight:	11.2 kg
Dimensions:	1905 mm x 215 mm x 190 mm
Rad Center:	140'
Number of Antenna:	6 (2 per Sector)
ERP (watts):	300
Antenna Gain:	19.5 dBd
Orientation/Azimuth:	Sector 1: 0 Sector 2: 180 Sector 3: 260
Tower Mount Dimensions:	Typical
Tower Mount Weight:	5 kg
Number of Coax Cables:	12 (4 per Sector)
Diameter of Coax Cables:	1 5/8"

Ground Space Information

Pad Dimensions:	15' x 30' and 4' x 10'
Cabinet Type:	Lucent Cellular Modcell 4.0 or similar
Voltage:	240
Amps:	200

EXHIBIT "C"
TECHNICAL STANDARDS

1. **Purpose:** In order to minimize interference to every Licensee's operations and equipment, and to maintain good engineering practice, the following installation and maintenance standards are being established and may be amended by Licensor when deemed necessary.

2. **Pre-Installation Standards:** Prior to any installation, Licensee must provide Licensor with complete plans for approval, including list of proposed equipment and subcontractors, and no work may be performed until approval has been given and all criteria has been met. All equipment must be placed in approved locations only, and any changes must be approved by Licensor before the installation begins. The Licensor or its representative shall be on-site during major work on the tower. Licensee must notify Licensor at least five (5) days in advance of any installation work. Following initial installation, routine maintenance work to Licensee's equipment may be performed without prior notice.

3. **Installation:**

   (a) The following minimum protective devices must be properly installed:
      (i) Lightning arrestor in feedline at wall feedthru plate for all non-broadcast antennas.
      (ii) Surge protectors in any AC & phone line circuit.
      (iii) Transmitter RF shielding kit if applicable.
      (iv) Isolator and harmonic filter.

   (b) All transmitters, duplexers, isolators, multicouplers, etc. must be housed in a metal cabinet or rack-mounted.

   (c) All transmission lines entering the building must be ½" Heliax/Wellflex or better via a wall feedthru plate, terminating in a properly installed lightning arrestor with an ED tag on both ends of the line.

   (d) Solid outer shield cable such as Superflex or Heliax/Wellflex must be used for all intercabling outside the cabinet. The use of braided RF cable (eg; RG8) will NOT be permitted outside the cabinet to minimize RF leakage which could cause interference.

   (e) All antenna, power and phone cables shall be routed to the base station in a neat manner using routes provided for that purpose. All phone lines shall use shielded cable properly grounded.

   (f) All stations are to obtain power from the power panel and/or AC receptacle provided for their specific use.

   (g) All RF equipment cabinets must be grounded to the site ground system using copper strap or ribbon cable with cadweld or silver solder connections.

(h) All antenna lines shall be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer's specifications, and all antenna brackets must be pre-approved.

(i) All equipment cabinets shall be identified with a types label under plastic on which the Licensee's name, address and 24-hour phone number must be listed, in addition to a copy of Licensee's FCC license.

(j) Monitor speakers shall be disabled except when maintenance is being performed.

(k) All antenna lines will be tagged within twelve (12) inches of the antenna, at the entrance to the building, at the repeater or base stations cabinet, and/or at the multi-coupler / combiner ports.

(l) No drilling, welding or alteration of the tower is permitted for any reason.

(m) All ferrous metals located outside of the building or on the tower shall be either stainless steel or hot-dipped galvanized, not plated.

(n) Painted towers will require the painting of feedline by the Licensee prior to or before completion of the install.

4. **General:** Licensee must comply with any applicable instructions regarding any site security system.

(a) Gates shall remain closed at all times unless entering or exiting the premises. When leaving the building, ensure that all doors are locked and the security system is armed.

(b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Licensor.

(c) This license does not guarantee parking space. If space is available, park only in designated areas. Do no park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the site.

(d) Do not adjust or tamper with the thermostats or HVAC systems.

(e) Access to the building roof is restricted to authorized maintenance personnel.

200 South Lamar Street (39201)
Post Office Box 22949
Jackson, MS 39225-2949
(601) 960-8400

To the Chancery Clerk of Hinds County, Mississippi: The real property described herein is situated in the SW ¼ of the NW ¼ of Section 26, Township 6 North, Range 1 West, First Judicial District of Hinds County, Mississippi

MEMORANDUM OF LICENSE AGREEMENT

This Memorandum made this 15 day of ~~December~~ February 2005, between the City of Jackson, a Mississippi municipality (hereinafter designated LICENSOR) and Verizon Wireless Personal Communications LP d/b/a/ Verizon Wireless, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter designated LICENSEE).

1. LICENSOR and LICENSEE entered into an Antenna Site License Agreement (hereinafter designated License Agreement) on ~~December 2004~~ February 15, 2005 for a term of five years with three automatic five year renewal terms in accordance with the terms of the License Agreement.

2. In consideration of the rental set forth in the License Agreement, LICENSOR hereby grants to LICENSEE a nonexclusive license to the Antenna Site located on that certain Property located at Magnolia Road, Jackson, Mississippi, geographic coordinates Latitude N 32° 20' 15.9", Longitude W 90° 16' 29.6", and more fully described on the attached Exhibit "A", together with the non exclusive right for ingress and egress.

3. The License Agreement commences on January 1, 2005, and a copy of the License Agreement is on file in the office of the LICENSOR and LICENSEE.

4. The terms, covenants and provisions of the License Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LICENSOR and LICENSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LICENSOR and LICENSEE have caused this Memorandum to be duly executed on ~~December~~ 15, ~~2004.~~ February 2005

LICENSOR:
City of Jackson

By: _____
Name: Harvey Johnson Jr.
Title: Mayor

2/4/05

ATTEST:

By: Cedric Morgan
Name: Cedric Morgan
Title: City Clerk

LICENSEE:
Verizon Wireless Personal Communications LP d/b/a
Verizon Wireless

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President, Network,
South Area

'sonally appeared before me, the undersigned authority in and for ' aid county and state, on this _____ day of ~~December, 2004~~ February 2005, within my jurisdiction, the within ..ued Harvey Johnson, Jr. and Cedric Morgan, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that in said representative capacity they executed the above and foregoing instrument as the act and deed of said municipality, after first having been duly authorized so to do.

Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 1, 2007
BONDED THRU STEGALL NOTARY SERVICE

My commission expires:_____

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBERG

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24 day of December, 2004, within my jurisdiction, the within named Hans F. Leutenegger, who acknowledged that he is the Area Vice President, Network, South Area of Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, and that for and on behalf of said limited partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership so to do.

Catharine Lawson
Notary Public

My commission expires:_____

NOTARY PUBLIC
STATE OF NORTH CAROLINA
CABARRUS COUNTY
CATHARINE LAWSON
MY COMMISSION EXPIRES
JANUARY 4, 2005

LEGAL DESCRIPTION OF LICENSEE'S LICENSED PARCELS

Licensee's Cabinet Pad Parcel:

COMMENCING AT A POINT ON THE WEST BOUNDARY LINE OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 WEST, WHICH POINT IS 1418 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 26, RUN THENCE S89°35'00"E, 1032.9 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF LOT 27 OF MAGNOLIA TERRACE, PART I; THENCE CONTINUE S89°35'00"E, 200.0 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE MAGNOLIA ROAD AND THE NORTHEAST CORNER OF THE PARENT TRACT; THENCE RUN S00°01'00"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 150.0 FEET TO THE SOUTHEAST CORNER OF THE PARENT TRACT; THENCE RUN N89°35'00"W, ALONG THE SOUTH LINE OF THE PARENT TRACT, 150.0 FEET TO THE SOUTHWEST CORNER OF THE PARENT TRACT; THENCE RUN N00°01'00"E, ALONG THE WEST LINE OF THE PARENT TRACT, 85.26 FEET;THENCE RUN S89°59'00"E, 2.07 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N89°48'13"E, 15.0 FEET; THENCE RUN S00°11'47"E, 30.0 FEET; THENCE RUN S89°48'13"W, 15.0 FEET; THENCE RUN N00°11'47"W, 30.0 FEET TO THE POINT OF BEGINNING.

Licensee's Propane Tank Parcel:

COMMENCING AT A POINT ON THE WEST BOUNDARY LINE OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 WEST, WHICH POINT IS 1418 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 26, RUN THENCE S89°35'00"E, 1032.9 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF LOT 27 OF MAGNOLIA TERRACE, PART I; THENCE CONTINUE S89°35'00"E, 200.0 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE MAGNOLIA ROAD AND THE NORTHEAST CORNER OF THE PARENT TRACT; THENCE RUN S00°01'00"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 150.0 FEET TO THE SOUTHEAST CORNER OF THE PARENT TRACT; THENCE RUN N89°35'00"W, ALONG THE SOUTH LINE OF THE PARENT TRACT, 150.0 FEET TO THE SOUTHWEST CORNER OF THE PARENT TRACT; THENCE RUN N00°01'00"E, ALONG THE WEST LINE OF THE PARENT TRACT, 94.26 FEET;THENCE RUN S89°59'00"E, 4.53 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N89°48'13"E, 10.0 FEET; THENCE RUN N00°11'47"W, 4.0 FEET; THENCE RUN S89°48'13"W, 10.0 FEET; THENCE RUN S00°11'47"E, 4.0 FEET TO THE POINT OF BEGINNING.

Together with space on the Licensor's Tower for Licensee's equipment, as specified in the License Agreement;

Together with a non-exclusive easement for ingress, egress and utilities on, over, under, and across the following described property:

LEGAL DESCRIPTION OF LICENSOR'S PREMISES

COMMENCING AT A POINT ON THE WEST BOUNDARY LINE OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 WEST, WHICH POINT IS 1418 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 26, RUN THENCE S89°35'00"E, 1032.9 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF LOT 27 OF MAGNOLIA TERRACE, PART I; THENCE CONTINUE S89°35'00"E, 200.0 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE MAGNOLIA ROAD AND T[illegible]NORTHEAST CORNER OF THE PARENT TRACT; THENCE [illegible]S00°01'00"W, ALONG SAID W[illegible]RIGHT OF WAY LINE, 150.0 FEET TO THE SOUTHEAST C[illegible]ER OF THE PARENT TRACT;

THENCE RUN N89°48'13"E, 18.01 FEET; THENCE RUN S00°11'47"E, 30.33 FEET; THENCE RUN S11° 4"E, 20.46 FEET TO A FENCE CORNER; THENCE RUN S66°2 "E, ALONG A FENCE LINE, 47.14 FEET TO A FENCE CORNER; THENCE RUN S00°11'47"E, ALONG A FENCE LINE AND AN EXTENSION THEREOF, 31.48 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF LICENSEE'S ACCESS AND UTILITY EASEMENT

COMMENCING AT A POINT ON THE WEST BOUNDARY LINE OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 WEST, WHICH POINT IS 1418 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 26, RUN THENCE S89°35'00"E, 1032.9 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF LOT 27 OF MAGNOLIA TERRACE, PART I; THENCE CONTINUE S89°35'00"E, 200.0 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE MAGNOLIA ROAD AND THE NORTHEAST CORNER OF THE PARENT TRACT; THENCE RUN S00°01'00"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 40.59 FEET TO THE POINT OF BEGINNING OF A 20.0 FOOT WIDE EASEMENT LYING 10.00 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: FROM SAID POINT OF BEGINNING, RUN S86°32'02"W, 131.62 FEET TO THE POINT OF ENDING OF SAID CENTERLINE.

City of Jackson
Office of the
Clerk of Council
P.O. Box 17
Jackson, Mississippi 39205-0017
(601) 960-1031

REQUEST FOR STATEMENT OF VOTES

(Please Print)

TODAY'S DATE: 8/29/24 PHONE: 6017207794

PERSON REQUESTING: Lindsey, A. Harris, A. Carter DEPT: Telecommunications

EMAIL ADDRESS: lindsey1@city.jackson.MS.US

REQUEST TO BE FILLED

☒ STATEMENT OF VOTES

Nov 2 2004 11/2/2004
(DATE OF MEETING)

AGENDA ITEM NO. 10

☐ INSTRUCTIONS/COMMENTS: _____

ORDER TITLE: (Any request shall be clear and concise by providing specific details exactly the way it is listed in Novus Agenda.)

A RESPONSE TO YOUR REQUEST WILL BE PROVIDED TIMELY AFTER RECEIPT OF YOUR WRITTEN REQUEST

PLEASE EMAIL REQUEST TO: clerkofcouncil@jacksonms.gov

Picked Up By: _____ **Dept:** _____ **Date:** _____

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 001 TO 331 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 001 to 331 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of $116,995.13 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

IT IS FINALLY ORDERED that the following expenditures from the accounts payable fund be made in order to pay amounts transferred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		39,377.39
PARKS & RECR.		19,953.57
LANDFILL FUND		2,260.71
SENIOR AIDES		4,090.40
WATER/SEWER OPER. & MAINT		29,980.71
PAYROLL FUND	$116,995.13	
EARLY CHILDHOOD		3,782.34
JJD PREV CONGRESS BRNT-GED		919.29
TITLE V CMPDD SR AIDES		618.00
TITLE III AGING PROGRAMS		3,248.06
	$116,995.13	$104,230.47
		$221,225.60

Council Member Stokes moved adoption; **Council Member Dagner-Cook** seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-Cook, McLemore, and Stokes.
Nays – None.
Absent – Crisler.

****

ORDER AUTHORIZING MAYOR TO EXECUTE ANTENNA SITE LICENSE AGREEMENTS WITH VERIZON WIRELESS.

WHEREAS, Verizon Wireless desires to place telecommunications equipment on various City-owned tower sites; and

WHEREAS, Verizon Wireless has agreed to pay the City $1800.00 per month as a base fee for license to use each tower site for an initial period of five (5) years with the option to renew the license for up to three (3) additional terms of five (5) years each;

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an Antennae Site License Agreement with Verizon Wireless, providing for placement of antenna equipment on towers at the following sites:

(1) 3551 J.R Lynch Street; (2) 333 East Fortification Street, Fire Station #3; (3) 104 Northside. Drive, Fire Station #7; (4) 1492 Canton Mart Road, Fire Station #17; (5) 5383 Watkins Drive, Fire Station #21; (6) 2642 Raymond Road, Fire Station #23; (7) 1242 Wiggins Road, Fire Station # 24; (8) 1921 West Northside Drive, Lake Hico; (9) 179 Magnolia Road; (10) 3792 I-55 South, Exit 90A; (11) 301 North Street, EOC Center; and (12) 543 Martin Street.

Council Member Stokes moved adoption; **Council Member Dagner-Cook** seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-Cook, McLemore, and Stokes.
Nays – None.
Absent – Crisler.

****

ORDER AUTHORIZING FISCAL YEAR 2005 PAYMENT OF $87,729.00 TO CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, INC. (CMPDD).

IT IS HEREBY ORDERED that payment of $87,729.00 be made from the General Fund to Central Mississippi Planning and Development District, Inc. (CMPDD) for fiscal year 2005 local assessment in support of the District Work Program.

Council Member Barrett-Simon moved adoption; **Council Member Dagner-Cook** seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-Cook, and McLemore.
Nays – Stokes.
Absent – Crisler.

****

ORDER AUTHORIZING PAYMENT OF $[illegible] TO THE MISSISSIPPI MUNICIPAL LEAGU DUES FOR 2004-2005.

IT IS HEREBY ORDERED that payment of Fund to the Mississippi Municipal League for 2004-2(

All Sites in order are listed ↗

Council Member Barrett-Simon moved adop seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-C
Nays – Stokes.
Absent – Crisler.

****

ORDER AUTHORIZING THE ACC A GRANT WITH THE MI COMMISSION IN THE AMOUNT C

WHEREAS, the Mississippi Transportation grants through the Multi-Modal Transportation Improvement Fund; and

WHEREAS, these funds can be used to support capital and operating expenses for JATRAN transit system; and

WHEREAS, the Mississippi Transportation Commission approved an award of $240,000 for the City of Jackson's transit system;

ORDER AUTHORIZING MAYOR TO EXECUTE ANTENNA SITE LICENSE AGREEMENTS WITH VERIZON WIRELESS

WHEREAS, Verizon Wireless desires to place telecommunications equipment on various City-owned tower sites; and

WHEREAS, Verizon Wireless has agreed to pay the City $1800.00 per month as a base fee for license to use each tower site for an initial period of five (5) years with the option to renew the license for up to three (3) additional terms of five (5) years each;

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an Antennae Site License Agreement with Verizon Wireless, providing for placement of antenna equipment on towers at the following sites:

(1) 3551 J.R Lynch Street; (2) 333 East Fortification Street, Fire Station #3; (3) 104 Northside. Drive, Fire Station #7; (4) 1492 Canton Mart Road, Fire Station #17; (5) 5383 Watkins Drive, Fire Station #21; (6) 2642 Raymond Road, Fire Station #23; (7) 1242 Wiggins Road, Fire Station # 24; (8) 1921 West Northside Drive, Lake Hico; (9) 179 Magnolia Road; (10) 3792 I-55 South, Exit 90A; (11) 301 North Street, EOC Center; and (12) 543 Martin Street.

APPROVED FOR AGENDA

	Initials	Date
Division Manager		10/20/04
Department Director		10.20.04
Finance	RH	10.20.04
EBO	N/A	N/A
Legal		10/20/04
CAO	MH	10/25/04 10/26/04
Mayor's Office		10/26/04

Item# 10
Agenda date: 11-2-2004

By: Ferrell, Melvin, Johnson, Jr.

32

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATOIN DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED AT 543 MARTIN STREET

OFFICE OF THE CITY ATTORNEY

WHEREAS, on November 2, 2024, the governing authorities for the City of Jackson authorized the mayor to execute an antenna site license agreement with Verizon Wireless to place its telecommunications equipment on a municipal tower located at 543 Martin Street; and

WHEREAS, the commencement date of the antenna site license agreement was January 1, 2005 and had an initial term of five (5) years and also provided for three (3) renewal terms of five (5) years; and

WHEREAS, a First Amendment to the antenna site license agreement was executed in 2015 for the purpose of modifying the equipment and also increasing the monthly rent based upon the modified equipment; and

WHEREAS, the execution of the First Amendment to the antenna site license agreement was authorized by the governing authorities on June 30, 2015 and is recorded in Minute Book 6H at Pages 345-346; and

WHEREAS, the last renewal term of the antenna site license agreement commenced on January 1, 2020 and will expire on December 31, 2024; and

WHEREAS, Alltel Corporation which does business as Verizon Wireless communicated to the Department of Information Technology's Telecommunications Division that it would like to amend the existing antenna site license agreement to provide for four (4) additional renewal terms of five (5) years; and

WHEREAS, the City of Jackson has the authority to amend the existing antenna site license agreement because Section 21-17-5(1) of the Mississippi Code vests the care, management, and control of municipal property with its governing authorities; and

WHEREAS, Section 21-17-5(1) also authorizes the governing authorities of a municipality to adopt orders concerning municipal affairs 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 antenna site license agreement concerns municipal property and affairs; and

WHEREAS, amending the term of the agreement to add additional renewal terms is not inconsistent with the Mississippi Constitution or laws of the State of Mississippi; and

WHEREAS, the Second Amendment to the antenna site license agreement for the site located at 543 Martin Street contains the following language:

Agenda Item No.: 32
11.19.24
(Reid, Lumumba)

1. ***Term.*** *Notwithstanding anything contained in the agreement to the contrary, the agreement shall expire on December 31, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term), unless Licensee terminates the Agreement by giving Licensor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.*

2. ***Rent.*** *Commencing on January 1, 2025, the monthly rent shall be $4,393.50 to be paid on the first day of the month in advance to Licensor or such other person as Licensor may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of January 1, 2026 thereafter.*

3. ***Continued effect.*** *Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as other stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.*

4. ***Ratification and Reaffirmation.*** *Licensor and Licensee do hereby ratify, reaffirm, adopt, contract for and agree to be or continue to be, bound by all of the terms and conditions of the above referenced Agreement. Except as modified this First Amendment, all of the terms and conditions of this Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.*

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to execute the Second Amendment to the Antenna Site License Agreement with Alltel Corporation doing business as Verizon Wireless for the tower located at 543 Martin Street.

IT IS HEREBY ORDERED that the mayor shall be authorized to execute the Second Amendment to the Antenna Site License Agreement for the site located at 543 Martin Street containing the terms stated in this order.

OF THE CITY ATTORNEY

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/28/2024
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Five (5) amendments to antenna site license agreement between City of Jackson, a Mississippi municipality ("LICENSOR"), and Verizon Wireless. ("LICENSEE")
2.	**Purpose**	Five (5) amendment to antenna site license agreement, located at Site#20 301 NORTH STREET, Site#14 179 MAGNOLIA ROAD, Site#/10 FS#23 2642 RAYMOND ROAD, Site#12 543 MARTIN STREET, 3551 LYNCH STREET between City of Jackson, a Mississippi municipality ("LICENSOR"), and Verizon Wireless. ("LICENSEE"), where the parties desire to commence the Agreement to modify licensee's equipment as set forth herein.
3.	**Who will be affected**	All City Departments
4.	**Benefits**	Rent increase accumulates more revenue for the City of Jackson
5.	**Schedule (beginning date)**	Upon Execution
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Administration, Telecommunications Division
8.	**COST**	Commencing upon the installation of the Equipment, rent will be increased by Five Thousand Three Hundred Twelve and 74/100 dollars ($5,312.74) for Site#20, Five Thousand Six Hundred Forty Six and 38/100 dollars ($5,646.38) for Site#14, Five Thousand Seven Hundred and 51/100 dollars ($5,700.51) for Site#10 FS#23, Four Thousand Three Hundred Ninety Three and 50/100 dollars ($4,393.50) Site#12, Three Thousand Four Hundred Elven and 91/100 dollars ($3,411.91) Site#1 per month ("Rent Increase").
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	N/A
10.	**EBO participation**	ABE _____% WAIVER yes __ no __ N/A X AABE _____% WAIVER yes __ no __ N/A X WBE _____% WAIVER yes __ no __ N/A X HBE _____% WAIVER yes __ no __ N/A X NABE _____% WAIVER yes __ no __ N/A X

Revised 2-04

THE CITY OF
JACKSON
MISSISSIPPI

DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: August 28, 2024

To: Mayor Chokwe A. Lumumba

From: Dr. Muriel Reid-Director of Information Systems

Subject: Verizon, with its principal office located at 180 Washington Valley Road, Bedminster, NJ 07921 to modify equipment and increase licensee fees at five tower sites within the City of Jackson.

The Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreement with Cellco Partnership & Alltel Corporation d/b/a Verizon Wireless ("Verizon") that will modify Verizon's equipment and increase the monthly license fees at the towers at Site#20 301 NORTH STREET, Site#14 179 MAGNOLIA ROAD, Site#/10 FS#23 2642 RAYMOND ROAD, Site#12 543 MARTIN STREET, Site#1 3551 LYNCH STREET

Granting approval to (2) Cellco Partnership & (3) Alltel Corporation d/b/a Verizon Wireless ("Verizon") to modify equipment and increase licensee fees at five tower sites within the City of Jackson to generate additional revenue.

Akeith Harris

Telecommunications Manager

Anthony Carter

Operations/Systems/Contracts Manager

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED AT 543 MARTIN STREET is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*
Carrie Johnson, *Deputy City Attorney*

11/6/24
Date

543 Martin Street

SECOND AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

This Second Amendment to Antenna Site License Agreement ("Second Amendment") is made, and shall be effective, as of the last date of the signatures below ("Effective Date"), between City of Jackson ("LICENSOR"), and Alltel Corporation d/b/a Verizon Wireless ("LICENSEE"). LICENSOR and LICENSEE (or their predecessors in interest) entered into that certain Antenna Site License Agreement dated February 15, 2005, as may have been previously amended and/or assigned, (the "Agreement"), pursuant to which LICENSEE is leasing or licensing from LICENSOR a portion of that certain property located at 543 Martin Street, Jackson, MS 39201, as more particularly described in the Agreement. LICENSOR and LICENSEE may be referenced in this Second Amendment individually as a "Party" or collectively as the "Parties."

In consideration of the mutual covenants and promises contained in this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on December 31, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term"), unless LICENSEE terminates the Agreement by giving LICENSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on January 1, 2025, the monthly rent shall be $4,393.50 to be paid on the first day of the month in advance to LICENSOR or such other person as LICENSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of January 1, 2026 thereafter.

3. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Second Amendment, the terms and provisions of this Second Amendment shall control. In addition, except as otherwise stated in this Second Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Second Amendment.

4. Ratification and Reaffirmation. LICENSOR and LICENSEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Second Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Second Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

✓

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Second Amendment is effective and entered into as of the date last written below.

LICENSOR:

City of Jackson

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

Alltel Corporation d/b/a Verizon Wireless

By: _____

Name: Sergei Mislevy

Title: Executive Director-Network Engineering/Real Estate

Date: _____

(1) Beasley Road/ 254576
(2) Fire Station 7/ 254559
(3) Police Training Academy/ 196966
(4) Lake Hico/ 158616

WHEREAS, the installation of these items will allow Verizon to provide LTE services to its customers and enhance its overall capacity and service quality; and

WHEREAS, it also will result in additional loading to the City's tower which will require an increase in the rental fees Verizon pays to the City; and

WHEREAS, the monthly rental increases are illustrated below:

(1) Beasley Road/ 254576 - $299.10
(2) Fire Station 7/ 254559 - $444.90
(3) Police Training Academy/ 196966 - $607.80
(4) Lake Hico/ 158616 - $637.50

WHEREAS, the listed increases will result in the City receiving additional rent totaling $1,989.30 per month or $23,871.60 annually.

IT IS HEREBY ORDERED that the installation of new and additional antenna and equipment by Verizon for the above listed sites be ratified, and the Mayor be authorized to execute any and all required amendments to the previously executed Antenna Site License Agreements.

Council Member Stokes moved adoption; **Council Member Barrett-Simon** seconded.

Yeas- Barrett-Simon, Foote, Hendrix, Priester, Stamps and Stokes.
Nays- None.
Absent- Tillman.

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENTS TO ANTENNA SITE LICENSE AGREEMENTS WITH VERIZON WIRELESS PERSONAL COMMUNICATIONS, LP D/B/A VERIZON WIRELESS, A DELAWARE LIMITED LIABILITY COMPANY.

WHEREAS, the governing authorities of the City of Jackson previously authorized the Mayor of the City of Jackson to execute Antenna Site License Agreements with Verizon Wireless Personal Communications LP d/b/a Verizon Wireless ("Verizon"), a Delaware Limited Partnership; and

WHEREAS, the Antenna Site License Agreements contained a provision which allows Verizon to install upgrades to its existing system; and

WHEREAS, Verizon has requested that it be allowed to install new antennas or other equipment to the following sites:

(1) FIRE STATION 3 – 333 Fortification
(2) MARTIN & HINES - 543 Martin Street
(3) LERIDA COURT – 810 Lerida Court

WHEREAS, the installation of these items will allow Verizon to enhance its capacity and service quality; and

WHEREAS, it also will result in additional loading to the City's tower which will require an increase in the rental fees Verizon pays to the City; and

WHEREAS, the rental increases are illustrated below:

(1) FIRE STATION 3 – 333 Fortification - $660.00
(2) MARTIN & HINES - 543 Martin Street - $666.00
(3) LERIDA COURT – 810 Lerida Court - $894.60

WHEREAS, the listed increases will result in the City receiving additional rent totaling Two Thousand Two Hundred Twenty Dollars and Sixty Cents ($2,220.60) per month.

IT IS HEREBY ORDERED that the installation of new and additional antenna and equipment by Verizon the above listed sites be ratified, and the Mayor be authorized to execute any and all required amendments to the previously executed Antenna Site License Agreements.

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

Yeas- Barrett-Simon, Foote, Hendrix, Priester, Stamps and Stokes.
Nays- None.
Absent- Tillman.

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

ORDER ESTABLISHING THE ASSESSMENT FOR THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, an election was held on August 16, 2011 allowing district property owners to reauthorize the district boundaries, the district plan and the district management agency for a period of five years; and

WHEREAS, the results of said election exceeded the seventy-percent affirmative threshold; and

WHEREAS, pursuant to Mississippi Code Annotated, as amended, §21-43-123, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as Downtown Jackson Partners; and

WHEREAS, this procedure has been followed since 1996.

IT IS HEREBY ORDERED by the City Council of Jackson, Mississippi, there is levied on all taxable real property in the Downtown Jackson Business Improvement District within the corporate limits of the City of Jackson a levy of $0.10 on each square foot of buildings and unimproved real estate for the following properties:

Property Owner	Mailing Address	City	State	Zip Code	Property Address	Parcel #	Land Sq. Ft.	Bldg. Sq. Ft	Assessment $0.10 Per Square Foot
Malcolm White	200 S. Commerce St.	Jackson	MS	39201	200 S. Commerce St.	1193-15-1	11,760	24,220	$3,598
MS Power & Light Co. Attn. Advalorem Tax Section	P.O. Box 1640	Jackson	MS	39205	711 Tombigbee St.(711)	1194-5	105,152	45,975	$15,112.70
Mississippi Power & Light Co.	233 N Michigan Ave C				0 S. Commerce St.	1194-6	12,160	0	$1,216.00
Mississippi Power & Light Company	P.O. Box 1640	Jackson	MS	39205	740 E. South St.	1194-7	120,608	30,365	$15,097.30
Gannett MS Corp	P.O. Box 40	Jackson	MS	39205	Tombigbee St.	186-10	2,440	0	$244
Gannett MS Corp	P.O. Box 40	Jackson	MS	39205	S. West St.	186-11	3,500	0	$350
Gannett MS Corp	P.O. Box 40	Jackson	MS	39205	S. West St.	186-12	12,800	0	$1,280
Gannett MS Corp.	P.O. Box 40	Jackson	MS	39205	Tombigbee St.	186-13	1,500	0	$150
Gannett MS Corp.	P.O. Box 40	Jackson	MS	39205	E. Pascagoula St.	186-14	12,000	0	$1,200
Gannett MS Corp.	P.O. Box 40	Jackson	MS	39205	301 E. Pascagoula	186-15	12,000	24,000	$3,600
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	S. Congress	186-21	4,000	0	$400
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	0 S. Congress St.	186-21-1	5,227	0	$523
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	445 S. Congress St.	186-21-2	2,614	632	$325
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	S. West St.	186-24	35,040	0	$3,504

City of Jackson
Office of the
Clerk of Council
P.O. Box 17
Jackson, Mississippi 39205-0017
(601) 960-1031

REQUEST FOR STATEMENT OF VOTES

(Please Print)

TODAY'S DATE: 8/29/24 PHONE: 6017207794

PERSON REQUESTING: Lindsey, A. Harris, A. Carter DEPT: Telecommunications

EMAIL ADDRESS: lindsey@city.jackson.MS.US

REQUEST TO BE FILLED

☒ STATEMENT OF VOTES

Nov 2 2004 (DATE OF MEETING) 11/2/2004 AGENDA ITEM NO. 10

☐ INSTRUCTIONS/COMMENTS: _____

ORDER TITLE: (Any request shall be clear and concise by providing specific details exactly the way it is listed in Novus Agenda.)

Picked Up By: _____ Dept: _____ Date: _____

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 001 TO 331 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 001 to 331 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of $116,995.13 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

IT IS FINALLY ORDERED that the following expenditures from the accounts payable fund be made in order to pay amounts transferred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		39,377.39
PARKS & RECR.		19,953.57
LANDFILL FUND		2,260.71
SENIOR AIDES		4,090.40
WATER/SEWER OPER. & MAINT		29,980.71
PAYROLL FUND	$116,995.13	
EARLY CHILDHOOD		3,782.34
JJD PREV CONGRESS BRNT-GED		919.29
TITLE V CMPDD SR AIDES		618.00
TITLE III AGING PROGRAMS		3,248.06
	$116,995.13	$104,230.47
		$221,225.60

Council Member Stokes moved adoption; **Council Member Dagner-Cook** seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-Cook, McLemore, and Stokes.
Nays – None.
Absent – Crisler.

****

ORDER AUTHORIZING MAYOR TO EXECUTE ANTENNA SITE LICENSE AGREEMENTS WITH VERIZON WIRELESS.

WHEREAS, Verizon Wireless desires to place telecommunications equipment on various City-owned tower sites; and

WHEREAS, Verizon Wireless has agreed to pay the City $1800.00 per month as a base fee for license to use each tower site for an initial period of five (5) years with the option to renew the license for up to three (3) additional terms of five (5) years each;

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an Antennae Site License Agreement with Verizon Wireless, providing for placement of antenna equipment on towers at the following sites:

(1) 3551 J.R Lynch Street; (2) 333 East Fortification Street, Fire Station #3; (3) 104 Northside. Drive, Fire Station #7; (4) 1492 Canton Mart Road, Fire Station #17; (5) 5383 Watkins Drive, Fire Station #21; (6) 2642 Raymond Road, Fire Station #23; (7) 1242 Wiggins Road, Fire Station # 24; (8) 1921 West Northside Drive, Lake Hico; (9) 179 Magnolia Road; (10) 3792 I-55 South, Exit 90A; (11) 301 North Street, EOC Center; and (12) 543 Martin Street.

Council Member Stokes moved adoption; **Council Member Dagner-Cook** seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-Cook, McLemore, and Stokes.
Nays – None.
Absent – Crisler.

****

ORDER AUTHORIZING FISCAL YEAR 2005 PAYMENT OF $87,729.00 TO CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, INC. (CMPDD).

IT IS HEREBY ORDERED that payment of $87,729.00 be made from the General Fund to Central Mississippi Planning and Development District, Inc. (CMPDD) for fiscal year 2005 local assessment in support of the District Work Program.

Council Member Barrett-Simon moved adoption; **Council Member Dagner-Cook** seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-Cook, and McLemore.
Nays – Stokes.
Absent – Crisler.

****

ORDER AUTHORIZING PAYMENT OF $55,577.00 TO THE MISSISSIPPI MUNICIPAL LEAGUE FOR ANNUAL MEMBERSHIP DUES FOR 2004-2005.

IT IS HEREBY ORDERED that payment of $55,577.00 be made from the General Fund to the Mississippi Municipal League for 2004-2005 annual membership dues.

Council Member Barrett-Simon moved adoption; **Council Member Brown** seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-Cook, and McLemore.
Nays – Stokes.
Absent – Crisler.

****

ORDER AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A GRANT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION IN THE AMOUNT OF $240,000.

WHEREAS, the Mississippi Transportation Commission is authorized to make grants through the Multi-Modal Transportation Improvement Fund; and

WHEREAS, these funds can be used to support capital and operating expenses for JATRAN transit system; and

WHEREAS, the Mississippi Transportation Commission approved an award of $240,000 for the City of Jackson's transit system;

ORDER AUTHORIZING MAYOR TO EXECUTE ANTENNA SITE LICENSE AGREEMENTS WITH VERIZON WIRELESS

WHEREAS, Verizon Wireless desires to place telecommunications equipment on various City-owned tower sites; and

WHEREAS, Verizon Wireless has agreed to pay the City $1800.00 per month as a base fee for license to use each tower site for an initial period of five (5) years with the option to renew the license for up to three (3) additional terms of five (5) years each;

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an Antennae Site License Agreement with Verizon Wireless, providing for placement of antenna equipment on towers at the following sites:

(1) 3551 J.R Lynch Street; (2) 333 East Fortification Street, Fire Station #3; (3) 104 Northside. Drive, Fire Station #7; (4) 1492 Canton Mart Road, Fire Station #17; (5) 5383 Watkins Drive, Fire Station #21; (6) 2642 Raymond Road, Fire Station #23; (7) 1242 Wiggins Road, Fire Station # 24; (8) 1921 West Northside Drive, Lake Hico; (9) 179 Magnolia Road; (10) 3792 I-55 South, Exit 90A; (11) 301 North Street, EOC Center; and (12) 543 Martin Street.

APPROVED FOR AGENDA

	Initials	Date
Division Manager		10/20/04
Department Director		10.20.04
Finance	RH	10.20.04
EBO	N/A	N/A
Legal		10/20/04
CAO		10/25/04 10/26/04
Mayor's Office		10/26/04

Item# 10
Agenda date: 11-2-2004

By: Ferrell, Melvin, Johnson, Jr.

Town Creek / 158910
RMH / 2.3.15

MH # 12

FIRST AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

This First Amendment to Antenna Site License Agreement (the "First Amendment"), made this 11 day of NOVEMBER, 2015, between the **City of Jackson**, a Mississippi municipality, hereinafter designated "Licensor" and **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated "Licensee". The Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH:

WHEREAS, Licensor and Licensee, entered into an Antenna Site License Agreement dated February 15, 2005 (the "Agreement") whereby Licensee licenses from Licensor certain space on Licensor's Tower referred to as the Martin-Hines #12 Tower in the City of Jackson, Hinds County, Mississippi, and as further described in the Agreement;

WHEREAS, the Licensee desire to modify its equipment on Licensor's Tower;

NOW THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Equipment Modifications. Exhibit B of the Agreement is hereby replaced and superseded with Exhibit B-1, attached hereto and incorporated herein. All references in the Agreement to Exhibit B are hereby modified to refer to Exhibit B-1.

2. Rent. On the first day of the month following installation of Licensee's modified equipment, the rent shall increase by $666.00 per month. If applicable, the monthly rent due for the first partial month shall be prorated accordingly. Licensor and Licensee acknowledge and agree that initial increased rental payments(s) shall not actually be sent by Licensee until forty-five (45) days after the date this Amendment is fully executed. The monthly rent, as adjusted by this First Amendment, shall continue to increase on the same dates and in the same manner as provided in the Agreement.

3. Ratification, Recitals. Except as expressly amended or modified in this First Amendment, all other terms, covenants and conditions of the Agreement are ratified and shall remain unchanged and in full force and effect. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. The recitals are incorporated by reference in this Amendment

4. Integration. The Agreement and First Amendment contain all agreements, promises or understandings between Licensor and Licensee and no verbal or oral

agreements, promises or understandings shall be binding upon either the Licensor or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and First Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and First Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and First Amendment.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

City of Jackson

By: _____
Name: Tony C. Yarber
Title: Mayor
Date: 10-22-2015

Attest:

By: _____
Name: Kristi Moore
Title: City Clerk
(SEAL)

LICENSEE:

Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

By: _____
Name: Aparna Khurjekar
Title: Area Vice President Network
Date: 9/25/15

Town Creek
Site #44539
Martin-Hines #12

ANTENNA SITE LICENSE AGREEMENT

This License Agreement (this "Agreement") is made to be effective as of this 15 day of February 2005 ~~December, 2004~~, by and between the City of Jackson, a Mississippi municipality ("Licensor"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware Limited Partnership ("Licensee").

WITNESSETH:

1. Definitions. Licensor and Licensee agree that the respective terms as used herein shall, unless the context otherwise requires, have the following meanings:

"Tower" means Licensor's tower and associated structural hardware located at geographic coordinates Latitude N 32° 17' 36.00", Longitude W 90° 11' 15.97", in Hinds County, Mississippi (the "Premises"), also referred to as the Martin-Hines #12 Tower, and more particularly described on Exhibit A attached hereto and by this reference incorporated herein.

"Cabinet Pad" means a concrete pad adjacent to the Tower to be constructed by Licensee at its sole cost and expense designated by Licensor for Licensee's exclusive use and installation of communications equipment, which Licensor and Licensee agree shall have those dimensions shown on Exhibit A, and shall be suitable for installation of cabinets associated with Licensee's equipment. The design and location of such pad shall be subject to Licensor's prior approval, which shall not be unreasonably withheld or delayed.

"Antenna Site" means the applicable portions of the Tower designated by Licensor as site space, the Cabinet Pad and any necessary route of ingress and egress between the Cabinet Pad and Tower for cables and other related equipment as necessary to interconnect Licensee's Site Equipment.

"Manager" means the City of Jackson, Mississippi, its successors or assigns and any subsequent manager of the Antenna Site pursuant to a management agreement with Licensor.

"Site Equipment" means any communications equipment, including equipment shelters, base stations, antenna(s), poles, dishes or masts, cabling or wiring and accessories used therewith approved by Licensor for installation, operation and maintenance on the Antenna Site.

Licensor and Licensee agree that capitalized terms defined elsewhere in this Agreement shall, unless the context requires otherwise, have the meaning there given.

2. License to Use.

(a) Subject to and upon the terms, provisions and conditions hereinafter set forth and in consideration of the duties, covenants and obligations of Licensee hereunder, Licensor has granted and does hereby grant unto Licensee, a nonexclusive license (the "License") to use the Antenna Site for the installation, operation and maintenance, at Licensee's

sole expense and risk, of Licensee's Site Equipment, as more particularly described in Exhibit B attached hereto and made a part hereof for all purposes. The foregoing notwithstanding, however, Licensee's rights shall be exclusive with respect to the Cabinet Pad, and Licensor will not license space to other licensees at the same elevation on the Tower. Licensor further grants to Licensee a non-exclusive right of ingress and egress and access to the Antenna Site, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, and for the installation and maintenance of utilities, over, under or along a right-of-way extending from the nearest public right-of-way, Hinds Street, to the Antenna Site, as more particularly described on Exhibit A-1 attached hereto and incorporated herein by reference.

(b) This License is limited to allowing Licensee to only install, maintain and operate on the Antenna Site in the location or locations described in Exhibit A, radio communications equipment, antennas and appurtenances, which Licensee owns for purposes of providing communication services which Licensee is licensed by the Federal Communications Commission ("FCC") to provide.

(c) Licensee, at its sole expense and with the prior approval of Licensor which shall not be unreasonably withheld or delayed, shall have the right to fence and enclose its ground equipment as necessary to provide for the security, safety and protection of the public and to provide for security and limitation of liability against Licensee, Licensor and others. Licensee shall provide Licensor with all keys and combinations to such fencing and enclosures as shall be necessary to give it complete access to all areas of the Antenna Site at all times.

(d) Licensor reserves the right to require Licensee to relocate all or a portion of its tower mounted Site Equipment to a different location on the Tower in the event that the Site Equipment interferes with the use of the Tower or Premises by the City or other users of the Tower who pre-date Licensee's use of the Tower, and Licensee agrees to relocate said Site Equipment at its expense, provided that said relocation does not substantially change the radio service coverage area of the Site Equipment. Furthermore, Licensee shall not install any of its Site Equipment on the Antenna Site in a manner that interrupts or prevents the normal use or operation of the equipment of other users of the Tower who pre-date Licensee's use of the Tower; and without limiting the generality of the foregoing, Licensee's Site Equipment shall be installed with adequate clearance for opening of all cabinet doors and adequate access to all equipment of users who pre-date Licensee's use.

(e) Licensee may replace the site equipment with similar and comparable equipment provided said replacement does not increase tower loading. Prior to the replacement of the site equipment, Licensee shall provide to the City's Telecommunications Division Manager fourteen (14) days written notice of its intent to replace the site equipment. The written notice shall include a description and drawing depicting the equipment to be replaced and the location of the equipment. Any replacement of site equipment which results in an increase in tower loading will require an increase in rent and amendment of agreement. The amount of rent increase will be negotiated by the parties.

(f) Licensor represents and warrants to Licensee that Licensor holds good and valid fee simple title to the Antenna Site. Licensor covenants to Licensee that if Licensee shall perform its obligations hereunder, Licensee shall have quiet enjoyment of the Antenna Site throughout the term of this Agreement.

3. Term.

(a) The term (the "Term") of this Agreement shall commence on January 1, 2005 (the "Commencement Date") and shall continue for five (5) years. Licensee shall have the option to renew the License for up to three (3) additional terms of five (5) years each (each a "Renewal Term"), and this Agreement shall automatically be renewed unless Licensee provides written notice of cancellation at least thirty (30) days prior to the scheduled expiration of the then current term.

(b) The permission granted to Licensee to use the Antenna Site granted by this Agreement may be canceled by Licensor for any noncompliance by Licensee with the terms or provisions of this Agreement if such failure, after proper notice of such noncompliance has been given to Licensee, continues for (i) fifteen (15) days and can be cured by the payment of money, or (ii) thirty (30) days and cannot be cured merely with the payment of money (or such additional time as may be reasonably required if Licensee commences the cure within such 30-day period and continuously and diligently pursues the cure to completion).

(c) This Agreement may be likewise canceled by Licensee for any noncompliance by Licensor with the terms or provisions of this Agreement if such failure, after proper notice of such noncompliance, has been given to Licensor, continues for (i) fifteen (15) days and can be cured by the payment of money, or (ii) thirty (30) days and cannot be cured merely with the payment of money (or such additional time as may be reasonably required if Licensee commences the cure within such 30-day period and continuously and diligently pursues the cure to completion). Licensor also acknowledges that Licensee's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement, all certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests which will permit Licensee to use the Premises as set forth in this Agreement. Licensor shall cooperate with Licensee in Licensee's efforts to obtain such approvals and shall take no actions which would adversely affect the status of the Premises with respect to the proposed use by Licensee. In the event that any of such applications for Governmental Approvals should be finally rejected or Licensee determines that any such Governmental Approval may not be obtained in a timely manner, or if any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority or soil boring tests are found to be unsatisfactory so that Licensee in its sole discretion will be unable to use the Premises for its intended purposes, or if Licensee determines that the Property is no longer technically compatible for its intended use, then Licensee shall have the right to terminate this Agreement. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in the manner set forth in this Agreement, and shall be effective upon the mailing of such notice by Licensee. All

rentals paid to said termination date shall be retained by Licensor. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money, to each other.

4. Payments.

(a) Licensee shall, except as noted below, pay Licensor, without demand, offset or counterclaim on the Commencement Date and on the first of each calendar month thereafter during the Term of the monthly fee set forth as $1,800 per month (the (Monthly License Fee) for up to six (6) antennae with a maximum of two (2) lines per antenna for the initial installation phase, subject to the cost of living increase as described below. If the Commencement Date occurs on a date other than the first day of a month, the Monthly License Fee shall be prorated for such partial month. Likewise, if the Term ends on a date other than the last day of a month, the Monthly Licensee Fee shall be prorated for such partial month. For the installation of any antennae lines subsequent to the initial installation phase, Licensee shall pay additional rent in the amount of $1.50 per antenna line per foot, per month subject to cost of living increases as described below. By way of example, if Licensee installed only six (6) antennae lines during the initial installation phase, the installation of the seventh and subsequent antennae lines are subject to the additional rent of $1.50 per antenna line per foot, per month. Rent for all Antenna Sites encompassed by this Agreement may be aggregated and paid by Licensee in a single, monthly payment for all Antenna Sites. Any Rent described herein shall be increased annually, effective as of each anniversary of the Commencement Date by an amount equal to three percent (3%) of the previous year's rent; provided, however, that the Rent payable by Licensee hereunder during each year of the third Renewal Term shall be increased by an amount equal to four percent (4%) of the previous year's rent.

(b) In addition to the Monthly License Fee, Licensee shall pay Manager (as agent for Licensor) if, and when due, any sales, use, real estate, personal property or other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Antenna Site hereunder. Licensee shall pay any applicable or assessed property taxes, real or personal, attributable to Licensee's Site Equipment.

5. Technical Standards. Licensee agrees that the installation, operation and maintenance of its Site Equipment shall at all times, and at Licensee's expense, comply with such technical standards as may from time to time be established by Licensor for the Antenna Site, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"), more fully set out in Exhibit C hereto, provided that such technical standards (a) are implemented on a non-discriminatory basis; (b) do not prohibit or interrupt Licensee's use as provided for under this Agreement or conflict with the terms hereof; or (c) do not increase Licensee's financial obligations under this Agreement. Licensor will provide to Licensee a copy of any new Technical Standards established by Licensor to ensure compliance with the same, and if any new Technical Standards established by Licensor shall require that Licensee modify or

revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modification or revisions within a reasonable time thereafter.

6. Interference. Licensee covenants that its Site Equipment shall not cause interference with equipment owned or operated by Licensor or by third parties co-located on the Tower prior to this Agreement. If, in the reasonable judgment of Licensor, any electrical, electromagnetic, radio frequency or other interference shall result from the operation of any of Licensee's Site Equipment, Licensee agrees to immediately take all steps necessary to eliminate the interference within twenty-four (24) hours from receipt of verbal notice from Licensor, by telephone call to Licensee's Network Operations Center at 800-264-6620, and if such interference cannot be eliminated then to power down Licensee's equipment within such 24-hour period; provided, however, if an emergency situation exists which threatens life or property, which Licensor reasonably determines in its sole discretion to be attributable to Licensee's Site Equipment, Licensor shall immediately notify Licensee verbally as set forth above, and Licensee shall act immediately to remedy the emergency situation. Should Licensee fail to so remedy said emergency situation, Licensor may then require Licensee to immediately power down Licensee's equipment. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other liabilities arising out of said shutdown, excluding those expenses, costs, damages, losses, claims, or other liabilities due to negligence or misconduct of licensor, its employees, visitors, or invitees. Licensee agrees to cease operations (except for intermittent testing on a schedule approved by Licensor) until the interference has been corrected to the satisfaction of Licensor. If such interference has not been corrected within sixty (60) days, then Licensee shall either terminate this Agreement forthwith, or immediately remove from the Antenna Site the specific item of Site Equipment causing such interference, in which latter case the Monthly License Fee shall be reduced by the portion of the fee applicable to such Site Equipment for the remainder of the Term and all other terms and conditions of this Agreement shall remain in full force and effect. Licensee agrees that it shall act cooperatively and in good faith to resolve any interference issues with third parties. Licensor agrees that other licensees who locate on or install additional or different equipment on the Antenna Site after the date of this Agreement will be permitted to install only such radio equipment that is of a type and frequency which will not cause measurable interference to the existing equipment of Licensee, and Licensor will immediately correct such interference or cause the same to be corrected by other licensees. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, either party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

7. Maintenance. Licensor shall, at its expense, be responsible for the maintenance of the Tower and the Premises. Licensee shall be responsible, at Licensee's expense, for the maintenance of its tower mounted equipment including brackets, cable ties, antennas, antenna cable and associated hardware and its other Site Equipment, and shall respond to Licensor's notice to make necessary repairs within seventy-two (72) hours, which notice may be verbal. If Licensor, in its sole judgment, deems any repairs to Licensee's tower equipment necessary for the protection of life or property, and if Licensee is unable or unwilling to effect such repairs

expediently, Licensor may effect the necessary repairs, and Licensee shall pay Licensor's invoice therefor within a reasonable time. Only tower service organizations approved by Licensor shall ascend the Tower or do any installation, service or maintenance work on the Tower. Licensee, its employees, agents or invitees shall not ascend the Tower without first having given Licensor notice of Licensee's intent to ascend the Tower at least four (4) hours prior to the anticipated time of the ascension of the Tower except in urgent circumstances in which case Licensee shall give Licensor notice which is reasonable under the circumstances prior to ascending the Tower. In no event shall Licensee or its agents and contractors be allowed to ascend the Tower unless and until Licensee or its agents or contractors have complied with the insurance requirements imposed upon Licensee or its agents and contractors by this Agreement. Licensee shall keep its Site Equipment and the areas immediately surrounding same neat and clean. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other Licensee or Licensor in its operation of the Antenna Site. Licensor shall have no obligation to license, maintain, operate or safeguard the Site Equipment.

8. Electrical Facilities. In the event that Licensee chooses not to install a separate electrical meter, Licensor shall furnish Licensee electrical facilities to furnish sufficient power for Licensee's Site Equipment; provided, however, if Licensee's Site Equipment (singly) consumes more than 1.0 kilowatts per hour at rated capacity or requires a voltage other than 120 volts single phase, Licensee shall pay (i) for the cost of installing such facilities, (ii) for the cost of the installation of any separate meters required thereby, and (iii) at least the sums charged Licensor by the applicable utility for such service as reflected by such meter. Licensee may at its option install a separate electrical meter to service Licensee's Site Equipment. Temporary interruption in the power provided by such facilities shall not render Licensor liable in any respect for damages to either person or property nor relieve Licensee from fulfillment of any covenant or agreement hereof. If Licensor is furnishing power and any of Licensee's Site Equipment fails because of a loss of any electrical power, Licensor shall use reasonable diligence to restore electrical power promptly, but Licensee shall have no claim for damages on account of any interruption in electrical occasioned thereby or resulting therefrom; however, should any such interruption in electrical service continue for a period in excess of seventy-two (72) hours, then, in such event, the Monthly License Fee shall be reduced proportionately, to the extent Licensee's Site Equipment is unusable until such time as electrical power is restored to Licensee's Site Equipment. Notwithstanding the foregoing, if Licensor furnishes electrical service for Licensee's Site Equipment, Licensor shall at all times be able to shut down the electrical service to the Antenna Site and Licensed Site Equipment in connection with any maintenance operation conducted for the Site Equipment. Licensor agrees to make a reasonable effort to schedule any such shutdown during non-peak hours. Licensor also agrees to make a reasonable effort to cooperate with Licensee in obtaining temporary alternate power during the scheduled maintenance operations, but shall have no obligation hereunder to provide alternate power from emergency power sources. In connection therewith, Licensor agrees to give Licensee reasonable prior notice, except in emergency situations, which notice may be verbal.

9. Compliance with Laws. The access to, and installation, maintenance and operation of, Licensee's Site Equipment must at all times be in strict compliance with the Technical Standards, all applicable federal, state and local laws, ordinances, and regulations (including without limitation the Federal Communications Commission, Federal Aviation Agency, City and Fire Codes) and the rules and regulations of the Antenna Site.

10. Assignment and Sublicensing.

(a) Licensee may not assign this Agreement without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed by Licensor. Licensee shall not be permitted to sublicense to, or share its Site Equipment with, third parties without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion. This Agreement may also be sold, assigned or transferred by Licensee without Licensor's consent to Licensee's principals, affiliates, subsidiaries of its principals, or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Site is located, by reason of a merger, acquisition or other business reorganization.

(b) Licensor shall have the right to freely transfer and assign, in whole or in party, all its rights and obligations hereunder and no further liability or obligation shall thereafter accrue against Licensor hereunder, but this License shall remain binding on Licensor's assigns.

11. Inspection. Licensee shall permit Licensor or its agents or representatives at all hours to have access to Licensee's Site Equipment to (a) inspect Licensee's Site Equipment, (b) make technical measurements or tests related to the Site Equipment, provided that no hard electrical connections are made to Licensee's site equipment when Licensee or its representative is not present, (c) perform any obligations of Licensee hereunder which Licensee has failed to perform, or which work Licensee agrees to pay Licensor's invoice therefor promptly, (d) assure Licensee's compliance with the terms and provisions of this License and all applicable laws, ordinances, rules and regulations. Licensee reserves the right to have a representative of Licensee present at any time Licensor or its agents or representatives access Licensees Site Equipment.

12. Licensor's Review of Plans and Approval of Contractors.

(a) Prior to installing or allowing any equipment to be installed in or on the Antenna Site, Licensee shall submit detailed plans and specification of the planned installation for Licensor's approval. Licensor shall have a reasonable period of time to review and approve such plans which must in all events be in compliance with the Technical Standards. In no event will Licensor's approval of such plans be deemed a representation that they comply with applicable laws, ordinances or rules and regulations or will not cause interference with other communications operations, such responsibility being solely Licensee's.

(b) Licensor shall have the right of prior approval of any contractors performing installation, modification or maintenance work on behalf of Licensee on the Antenna Site, which approval shall not be unreasonably withheld, but which once given may be rescinded by Licensor for cause upon written notice of rescission by Licensor to Licensee. If Licensee performs its own installation, modification or maintenance work, Licensor's right of prior approval shall also extend to Licensee as a contractor, and any reasonable withholding or rescission of Licensor's approval of Licensee as a contractor due to Licensee's negligence or willful misconduct shall not relieve Licensee of its obligations hereunder. Licensee shall submit the name of any proposed contractor to Licensor prior to such contractor performing any work on behalf of Licensee on the Antenna Site and Licensor shall notify Licensee within a reasonable period of time thereafter as to whether Licensor has approved such contractor.

13. Removal of Site Equipment.

(a) Licensee may remove its Site Equipment at any time prior to the expiration or earlier termination of this Agreement provided Licensee repairs any damage to the Antenna Site caused thereby and restores the Site Space to its original condition, ordinary wear and tear excluded.

(b) If Licensee does not remove its Site Equipment (to the extent such is entitled to be removed) on or prior to the expiration or termination of this License without the written consent of Licensor, Licensee's Site Equipment shall be conclusively deemed to be abandoned and shall become Licensor's property and Licensor may remove and/or dispose of such Site Equipment as Licensor sees fit, all at Licensee's cost and expense. In connection therewith, Licensor agrees that if Licensee requests permission to maintain its Site Equipment on the Antenna Site after the termination of this License, Licensor shall not unreasonably withhold its consent thereto, provided Licensee continues to pay the Monthly License Fee then in effect, but in no event shall Licensee be entitled to maintain its Site Equipment on the Antenna Site for more than ninety (90) days after the expiration or termination of this License.

(c) If Licensee elects to abandon any transmission line which is the property of Licensee, and if Licensor consents to such abandonment, then said transmission line shall become the sole property of Licensor. Otherwise, Licensee agrees, at its expense, to remove any or all transmission lines, other than electrical or telephone lines installed by Licensee to service Licensee's Site Equipment, which are its property.

14. Fire Clause. In the event of a fire or other casualty in or on the Antenna Site, which Licensee is aware of, Licensee shall immediately give notice thereof to Licensor. If the Antenna Site through no fault or neglect of Licensee, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Antenna Site unusable, the Monthly Licensee Fee provided for herein shall abate thereafter until such time as the Antenna Site is made usable as determined by Licensor. In the event of a fire or other casualty in or on the Antenna Site without fault or neglect of Licensee, its agents, employees, invitees or visitors which cannot reasonably be expected to be repaired within forty-five (45) days following

the casualty, then Licensee may terminate this Agreement on fifteen (15) days notice to Licensor. Nothing herein shall be construed to require Licensor to rebuild the Antenna Site, but if Licensor decides not to rebuild, this License shall terminate as of the date of such total or partial destruction.

15. Condemnation and Loss or Damage. If all or any portion of the Antenna Site shall be taken or condemned for any public purpose to such an extent as to make Licensee unable to utilize its Site Equipment, this Agreement shall, at the option of either party, forthwith cease and terminate. All proceeds from any taking or condemnation of the Antenna Site (excluding Licensee's Site Equipment) shall belong to and be paid to Licensor, it being agreed that the Licensee will be entitled to payment for reimbursement of relocation expenses from the condemning entity, subject to possible applicable court order. Licensee may on its own behalf make a claim in any condemnation proceeding for losses related to Licensee's Site Equipment.

16. Damages from Certain Causes. Neither Licensor nor Licensee, or their respective agents shall be liable or responsible to the other for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority (other than Licensor), or for any damage or inconvenience which may arise by reason of the foregoing.

17. Liability Insurance. Licensee shall at its expense, maintain a policy or policies of comprehensive general liability and worker's compensation insurance, issued by and binding upon some solvent insurance company rated at least A- by AM Best, such insurance to include contractual liability and to afford minimum protection as follows:

Bodily Injury	$1,000,000 for injury including death to any person and for all injuries sustained by more than one person in any one accident.
Property Damage	$500,000 for damages as a result of any one accident.
Worker's Compensation	Statutory limits

Licensee agrees that (1) each liability policy shall name Licensor as an additional insured, (2) Licensee's insurance program shall not be canceled without thirty (30) days prior notice to Licensor, and (3) Licensor will be furnished a Certificate of Insurance of each such policy prior to the Commencement Date. Licensor acknowledges that it currently maintains the following insurance coverages with respect to the Tower and the Antenna Site: property damage coverage with limits not less than the Latest Statement of Value or other documentation filed with Licensor's insurance carrier for all buildings and structures (including the Tower) located on the Antenna Site; and aggregate insurance coverage on all of Lessor's property in the amount of $100,000,000 for damage arising out of any one occurrence, with such liability with respect to any one building or structure being limited to 110% of the individually stated value of such

building, for damage or destruction to property in any one occurrence. Licensor agrees to maintain said insurance in effect throughout the term of this License, including all renewals hereof.

18. Indemnification. Licensor, Manager or their agents, servants, employees and subcontractors shall not be liable to Licensee, or to Licensee's agents, servants, employees, customers or invitees for any damage to persons or property caused by any action or omission of Licensee, its agents, servants or employees, and Licensee agrees to indemnify and hold Licensor, Manager, their agents, servants, employees and subcontractors harmless from all liability and claims for any such damage. Likewise, Licensee, its agents, servants, employees and subcontractors shall not be liable to Licensor, or to Licensor's agents, servants, employees, customers, invitees, or subcontractors for any damage to persons or property caused by any action or omission of Licensor, its agents, servants, employees or subcontractors, and Licensor agrees, to the extent allowed by law, to indemnify and hold Licensee, and its agents, servants, employees, customers, invitees, or subcontractors harmless from all liability and claims for any such damage. This section shall not be deemed to limit the City's sovereign immunity with respect to claims by third parties, and neither Licensor nor Licensee shall be deemed to have any indemnity obligation for any claim otherwise barred (or to the extent barred) by the City's sovereign immunity. The obligations of both parties hereunder shall survive the termination of this Agreement.

19. Limitation of Licensor's Liability. Licensee acknowledges that Licensor's liability for any act or occurrence on the Tower Site is limited to the extent set forth in the Mississippi Tort Claims Act, Miss. Code Ann. Section 11-46-1, et seq.

20. Notice. Any notice, communication, request, reply or advise (herein severally and collectively, for convenience, called "notice") in this Agreement provided or permitted to be given, made or accepted by either party to the others must be in writing (except where verbal notice is specifically authorized under this Agreement for a particular circumstance) and shall effectively be given (i) if deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, (ii) if deposited with a national overnight receipted delivery service who provides signed acknowledgements of receipts (included Federal Express, UPS, and other similar delivery services) and addressed to the party to be notified, or (iii) delivered in person to such party. Any notice mailed shall be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited in a depository of the United States Postal Service. Any notice sent by overnight service shall be effective, unless otherwise stated in this Agreement, when the notice is deposited with the overnight delivery service. Verbal or any other notice given in any other manner shall be effective only if and when received by the other party to be notified. For purposes of notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Licensor: Manager, Division of Telecommunications
Attention: Franchise Administrator
City of Jackson

P.O. Box 17
Jackson, MS 39205
(610) 960-1696

with a copy to:

Office of the City Attorney
Attention: City Attorney
P.O. Box 17
Jackson, MS 39205
(601) 960-1799

If to Licensee:

Verizon Wireless Personal Communications LP d/b/a
Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention Network Real Estate

The parties hereto and their respective heirs, successors, legal representatives and assigns shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by at least fifteen (15) days prior written notice to the other party.

21. Partial Invalidity. If any terms or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction, the remainder of this Agreement or the application of such term shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extend permitted by law.

22. Attorneys' Fees. If Licensee fails to perform any of the terms, covenants, agreements or conditions contained in this Agreement and Licensor places the enforcement of this Agreement, or any part thereof, or the collection of any sums due, or to become due hereunder in the hands of any attorney, or files suit upon same, Licensee agrees to pay all reasonable costs associated with same including Licensor's reasonable attorneys' fees. In no event shall Licensee be liable for attorney fees incurred by Licensor because of Licensor's neglect or intentional misconduct in connection with the performance of this Agreement.

23. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

24. Alteration. This Agreement may not be altered, changed, or amended, except by an instrument in writing signed by both parties hereto.

25. Miscellaneous. The License shall be binding upon and inure to the benefit of the successors and assigns of Licensor, and shall be binding upon and inure to the benefit of Licensee, its successors, and, to the extent assignment is permitted hereunder, Licensee's assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

26. Cumulative Remedies. All rights and remedies of Licensor and Licensee under this License shall be cumulative and none shall exclude any other rights or remedies allowed by law.

27. Law; Venue. This License is declared to be a Mississippi contract, and all of the terms thereof shall be construed according to the laws of the State of Mississippi. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may be brought and prosecuted in such court or courts located in the State of Mississippi as is provided by law; and the parties consent to the jurisdiction of said court or courts located in the State of Mississippi and to service of process by registered mail, return receipt requested, or by any other manner provided by law.

28. Memorandum of Agreement. Licensee shall be entitled to record a Memorandum of this License Agreement in the county land records, and Licensor shall cooperate with Licensee in the preparation, execution and recording of such Memorandum. In the event of a termination of this Agreement for any reason, Licensee agrees to cancel any Memorandum of record.

IN TESTIMONY WHEREOF, the parties hereto have executed this License as of the date aforesaid.

LICENSOR:

CITY OF JACKSON

By: _____
Name: Harvey Johnson Jr. 2/11/05
Title: Mayor

ATTEST:

Cedric Morgan
Name: Cedric Morgan
Title: City Clerk
(SEAL)

LICENSEE:

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President, Network, South Area

EXHIBIT "A"
ANTENNA SITE LOCATION

LEGAL DESCRIPTION OF LICENSOR'S PREMISES

Beginning at the Northwest intersection of Hinds Street (60' right of way) and Martin Street (30' right of way), said intersection also being the Southeast corner of Martin's Subdivision, Square 1 as recorded in Chancery Clerk Records, Hinds County, Mississippi; thence North 80°-46'-48" West, along the North line of said Hinds Street, a distance of 70.0 feet; thence North 01°-48'-20" East, a distance of 89.54 feet; thence South 89°-35'-27" East, a distance of 69.05 feet; thence South 00°-23'-54" West, along the West line of said Martin Street, a distance of 100.33 feet to the Point of Beginning.

LEGAL DESCRIPTION OF LICENSEE'S LICENSED PARCELS

Licensee's Cabinet Pad Parcel:

Commencing at the Northwest intersection of Hinds Street (60' right of way) and Martin Street (30' right of way), said intersection also being the Southeast corner of Martin's Subdivision, Square 1 as recorded in Chancery Clerk Records, Hinds County, Mississippi; thence North 80°-46'-48" West, along the North line of said Hinds Street, a distance of 62.33 feet; thence North 01°-48'-20" East, a distance of 20.43 feet to the Point of Beginning of the Parcel herein described; thence continue North 01°-48'-20" East, a distance of 30.00 feet; thence South 88°-11'-40" East, a distance of 15.00 feet; thence South 01°-48'-20" West, a distance of 30.00 feet; thence North 88°-11'-40" West, a distance of 15.00 feet to the Point of Beginning.

Licensee's Propane Tank Parcel:

Commencing at the Northwest intersection of Hinds Street (60' right of way) and Martin Street (30' right of way), said intersection also being the Southeast corner of Martin's Subdivision, Square 1 as recorded in Chancery Clerk Records, Hinds County, Mississippi; thence North 80°-46'-48" West, along the North line of said Hinds Street, a distance of 62.33 feet; thence North 01°-48'-20" East, a distance of 81.61 feet; thence South 87°-31'-38" East, a distance of 16.20 feet to the Point of Beginning of the Parcel herein described; thence continue South 87°-31'-38" East, a distance of 4.0 feet; thence South 02°-28'-22" West, a distance of 10.00 feet; thence North 87°-31'-38" West, a distance of 4.0 feet; thence North 02°-28'-22" East, a distance of 10.00 feet to the Point of Beginning.

EXHIBIT "A-1"
LICENSEE'S ACCESS EASEMENT

LEGAL DESCRIPTION OF LICENSEE'S ACCESS AND UTILITY EASEMENT

Commencing at the Northwest intersection of Hinds Street (60' right of way) and Martin Street (30' right of way), said intersection also being the Southeast corner of Martin's Subdivision, Square 1 as recorded in Chancery Clerk Records, Hinds County, Mississippi; thence North 80°-46'-48" West, along the North line of said Hinds Street, a distance of 48.33 feet to the Point of Beginning of the Easement herein described; thence continue North 80°-46'-48" West, along said North line, a distance of 14.00 feet; thence North 01°-48'-20" East, a distance of 20.43 feet; thence South 88°-11'-40" East, a distance of 15.00 feet; thence South 04°-41'-04" West, a distance of 22.27 feet to the Point of Beginning.

EXHIBIT "B"
LICENSEE'S SITE EQUIPMENT

Antenna Information

Antenna Type:	PCSA065-19-2, or similar	
Weight:	24.6 lbs.	
Dimensions:	75" x 8.5" x 7.5"	
Rad Center:	143'	
Number of Antenna:	6 (2 per Sector)	
ERP (watts):		
Antenna Gain:	19.5 dBd	
Orientation/Azimuth:	Sector 1:	70
	Sector 2:	250
	Sector 3:	330
Tower Mount Dimensions:		
Tower Mount Weight:		
Number of Coax Cables:	12 (4 per Sector)	
Diameter of Coax Cables:	1 5/8"	

Ground Space Information

Pad Dimensions:	17' x 32' and 4' x 10'
Cabinet Type:	Lucent Cellular Modcell 4.0 or similar
Voltage:	240
Amps:	200

EXHIBIT "C"
TECHNICAL STANDARDS

1. **Purpose:** In order to minimize interference to every Licensee's operations and equipment, and to maintain good engineering practice, the following installation and maintenance standards are being established and may be amended by Licensor when deemed necessary.

2. **Pre-Installation Standards:** Prior to any installation, Licensee must provide Licensor with complete plans for approval, including list of proposed equipment and subcontractors, and no work may be performed until approval has been given and all criteria has been met. All equipment must be placed in approved locations only, and any changes must be approved by Licensor before the installation begins. The Licensor or its representative shall be on-site during major work on the tower. Licensee must notify Licensor at least five (5) days in advance of any installation work. Following initial installation, routine maintenance work to Licensee's equipment may be performed without prior notice.

3. **Installation:**

   (a) The following minimum protective devices must be properly installed:
      (i) Lightning arrestor in feedline at wall feedthru plate for all non-broadcast antennas.
      (ii) Surge protectors in any AC & phone line circuit.
      (iii) Transmitter RF shielding kit if applicable.
      (iv) Isolator and harmonic filter.

   (b) All transmitters, duplexers, isolators, multicouplers, etc. must be housed in a metal cabinet or rack-mounted.

   (c) All transmission lines entering the building must be ½" Heliax/Wellflex or better via a wall feedthru plate, terminating in a properly installed lightning arrestor with an ED tag on both ends of the line.

   (d) Solid outer shield cable such as Superflex or Heliax/Wellflex must be used for all intercabling outside the cabinet. The use of braided RF cable (eg; RG8) will NOT be permitted outside the cabinet to minimize RF leakage which could cause interference.

   (e) All antenna, power and phone cables shall be routed to the base station in a neat manner using routes provided for that purpose. All phone lines shall use shielded cable properly grounded.

   (f) All stations are to obtain power from the power panel and/or AC receptacle provided for their specific use.

   (g) All RF equipment cabinets must be grounded to the site ground system using copper strap or ribbon cable with cadweld or silver solder connections.

(h) All antenna lines shall be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer's specifications, and all antenna brackets must be pre-approved.

(i) All equipment cabinets shall be identified with a types label under plastic on which the Licensee's name, address and 24-hour phone number must be listed, in addition to a copy of Licensee's FCC license.

(j) Monitor speakers shall be disabled except when maintenance is being performed.

(k) All antenna lines will be tagged within twelve (12) inches of the antenna, at the entrance to the building, at the repeater or base stations cabinet, and/or at the multi-coupler / combiner ports.

(l) No drilling, welding or alteration of the tower is permitted for any reason.

(m) All ferrous metals located outside of the building or on the tower shall be either stainless steel or hot-dipped galvanized, not plated.

(n) Painted towers will require the painting of feedline by the Licensee prior to or before completion of the install.

4. **General:** Licensee must comply with any applicable instructions regarding any site security system.

(a) Gates shall remain closed at all times unless entering or exiting the premises. When leaving the building, ensure that all doors are locked and the security system is armed.

(b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Licensor.

(c) This license does not guarantee parking space. If space is available, park only in designated areas. Do no park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the site.

(d) Do not adjust or tamper with the thermostats or HVAC systems.

(e) Access to the building roof is restricted to authorized maintenance personnel.

Town Creek Site #44539

Prepared by:
McGlinchey Stafford, PLLC
Attn: William S. Mendenhall
City Centre South, Suite 1100
200 South Lamar Street (39201)
Post Office Box 22949
Jackson, MS 39225-2949
(601) 960-8400

To the Chancery Clerk of Hinds County, Mississippi: The property described herein is located in Lots 15 and 17, Square 1, Martin's Subdivision, Jackson, Hinds County, Mississippi

MEMORANDUM OF LICENSE AGREEMENT

This Memorandum made this 15 day of ~~December, 2004~~ February 2005, between the City of Jackson, a Mississippi municipality (hereinafter designated LICENSOR) and Verizon Wireless Personal Communications LP d/b/a/ Verizon Wireless, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter designated LICENSEE).

1. LICENSOR and LICENSEE entered into an Antenna Site License Agreement (hereinafter designated License Agreement) on ~~December~~ February 15, ~~2004,~~ 2005 for a term of five years with three automatic five year renewal terms in accordance with the terms of the License Agreement.

2. In consideration of the rental set forth in the License Agreement, LICENSOR hereby grants to LICENSEE a nonexclusive license to the Antenna Site located on that certain Property located at 543 Martin Street, Jackson, Mississippi, geographic coordinates Latitude N 32° 17' 36.0", Longitude W 90° 11' 15.97", and more fully described on the attached Exhibit "A", together with the non exclusive right for ingress and egress.

3. The License Agreement commences on January 1, 2005, and a copy of the License Agreement is on file in the office of the LICENSOR and LICENSEE.

4. The terms, covenants and provisions of the License Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LICENSOR and LICENSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LICENSOR and LICENSEE have caused this Memorandum to be duly executed on ~~December~~ February 15, ~~2004.~~ 2005

LICENSOR:
City of Jackson

By: _____
Name: Harvey Johnson Jr. 2/11/05
Title: Mayor

ATTEST:

By: Cedric Morgan
Name: Cedric Morgan
Title: City Clerk

LICENSEE:
Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President, Network, South Area

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15 day of ~~December, 2004~~ February 2005, within my jurisdiction, the within named Harvey Johnson, Jr. and Cedric Morgan, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that in said representative capacity they executed the above and foregoing instrument as the act and deed of said municipality, after first having been duly authorized so to do.

Notary Public

My commission expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC MY COMMISSION EXPIRES MAY 1, 2007 BONDED THRU STEGALL NOTARY SERVICE

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBERG

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30 day of December, 2004, within my jurisdiction, the within named Hans F. Leutenegger, who acknowledged that he is the Area Vice President, Network, South Area of Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, and that for and on behalf of said limited partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership so to do.

Catharine Lawson

Notary Public

My commission expires:_____

NOTARY PUBLIC
STATE OF NORTH CAROLINA
CABARRUS COUNTY
CATHARINE LAWSON
MY COMMISSION EXPIRES
JANUARY 4, 2005

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION OF LICENSEE'S LICENSED PARCELS

Licensee's Cabinet Pad Parcel:

Commencing at the Northwest intersection of Hinds Street (60' right of way) and Martin Street (30' right of way), said intersection also being the Southeast corner of Martin's Subdivision, Square 1 as recorded in Chancery Clerk Records, Hinds County, Mississippi; thence North 80°-46'-48" West, along the North line of said Hinds Street, a distance of 62.33 feet; thence North 01°-48'-20" East, a distance of 20.43 feet to the Point of Beginning of the Parcel herein described; thence continue North 01°-48'-20" East, a distance of 30.00 feet; thence South 88°-11'-40" East, a distance of 15.00 feet; thence South 01°-48'-20" West, a distance of 30.00 feet; thence North 88°-11'-40" West, a distance of 15.00 feet to the Point of Beginning.

Licensee's Propane Tank Parcel:

Commencing at the Northwest intersection of Hinds Street (60' right of way) and Martin Street (30' right of way), said intersection also being the Southeast corner of Martin's Subdivision, Square 1 as recorded in Chancery Clerk Records, Hinds County, Mississippi; thence North 80°-46'-48" West, along the North line of said Hinds Street, a distance of 62.33 feet; thence North 01°-48'-20" East, a distance of 81.61 feet; thence South 87°-31'-38" East, a distance of 16.20 feet to the Point of Beginning of the Parcel herein described; thence continue South 87°-31'-38" East, a distance of 4.0 feet; thence South 02°-28'-22" West, a distance of 10.00 feet; thence North 87°-31'-38" West, a distance of 4.0 feet; thence North 02°-28'-22" East, a distance of 10.00 feet to the Point of Beginning.

Together with space on the Licensor's Tower for Licensee's equipment, as specified in the License Agreement;

Together with a non-exclusive easement for ingress, egress and utilities on, over, under, and across the following described property:

LEGAL DESCRIPTION OF LICENSOR'S PREMISES

Beginning at the Northwest intersection of Hinds Street (60' right of way) and Martin Street (30' right of way), said intersection also being the Southeast corner of Martin's Subdivision, Square 1 as recorded in Chancery Clerk Records, Hinds County, Mississippi; thence North 80°-46'-48" West, along the North line of said Hinds Street, a distance of 70.0 feet; thence North 01°-48'-20" East, a distance of 89.54 feet; thence South 89°-35'-27" East, a distance of 69.05 feet; thence South 00°-23'-54" West, along the West line of said Martin Street, a distance of 100.33 feet to the Point of Beginning.

LEGAL DESCRIPTION OF LICENSEE'S ACCESS AND UTILITY EASEMENT

Commencing at the Northwest intersection of Hinds Street (60' right of way) and Martin Street (30' right of way), said intersection also being the Southeast corner of Martin's Subdivision, Square 1 as recorded in Chancery Clerk Records, Hinds County, Mississippi; thence North 80°-46'-48" West, along the North line of said Hinds Street, a distance of 48.33 feet to the Point of Beginning of the Easement

herein described; thence continue North 80°-46'-48" West, along said North line, a distance of 14.00 feet; thence North 01°-48'-20" East, a distance of 20.43 feet; thence South 88°-11'-40" East, a distance of 15.00 feet; thence South 04°-41'-04" West, a distance of 22.27 feet to the Point of Beginning.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED AT 2642 RAYMOND ROAD

OFFICE OF THE CITY ATTORNEY

WHEREAS, on November 2, 2024, the governing authorities for the City of Jackson authorized the mayor to execute an antenna site license agreement with Verizon Wireless to place its telecommunications equipment on a municipal tower located at 2642 Raymond Road; and

WHEREAS, the commencement date of the antenna site license agreement was January 1, 2005 and had an initial term of five (5) years and also provided for three (3) renewal terms of five (5) years; and

WHEREAS, a First Amendment to the antenna site license agreement was executed on or about January 11, 2012 to delete Exhibit B and add Exhibit B-1 and also increase the monthly license fee *by* $972.00 per month; and

WHEREAS, the execution of the First Amendment to the antenna site license agreement was authorized by the governing authorities on June 14, 2011 and is recorded in Minute Book 5Z at Pages 190-191; and

WHEREAS, a Second Amendment to the antenna site license agreement was executed on May 3, 2018 to delete Exhibit B-1 and add Exhibit B-2 and also increase the monthly fee *by* $570.00 per month; and

WHEREAS, the execution of the Second Amendment to the antenna site license agreement was authorized by the governing authorities on January 30, 2018 and is recorded in Minute Book 6M at Pages 326-327; and

WHEREAS, the last renewal term of the antenna site license agreement commenced on January 1, 2020 and will expire on December 31, 2024; and

WHEREAS, Alltel Corporation which does business as Verizon Wireless communicated to the Department of Information Technology's Telecommunications Division that it would like to amend the existing antenna site license agreement to provide for four (4) additional renewal terms of five (5) years; and

WHEREAS, the City of Jackson has the authority to amend the existing antenna site license agreement because Section 21-17-5(1) of the Mississippi Code vests the care, management, and control of municipal property with its governing authorities; and

WHEREAS, Section 21-17-5(1) also authorizes the governing authorities of a municipality to adopt orders concerning municipal affairs 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 antenna site license agreement concerns municipal property and affairs; and

Agenda Item No.: 33
11.19.24
(Reid, Lumumba)

WHEREAS, amending the term of the agreement to add additional renewal terms is not inconsistent with the Mississippi Constitution or laws of the State of Mississippi; and

WHEREAS, the Third Amendment to the antenna site license agreement for the site located at 2642 Raymond Road contains the following language:

OFFICE OF THE CITY ATTORNEY

1. ***Term.*** *Notwithstanding anything contained in the agreement to the contrary, the agreement shall expire on December 31, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term), unless Licensee terminates the Agreement by giving Licensor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.*

2. ***Rent.*** *Commencing on January 1, 2025, the monthly rent shall be $5,700.51 to be paid on the first day of the month in advance to Licensor or such other person as Licensor may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of January 1, 2026 thereafter.*

3. ***Continued effect.*** *Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as other stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.*

4. ***Ratification and Reaffirmation.*** *Licensor and Licensee do hereby ratify, reaffirm, adopt, contract for and agree to be or continue to be, bound by all of the terms and conditions of the above referenced Agreement. Except as modified this First Amendment, all of the terms and conditions of this Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.*

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to execute the Third Amendment to the Antenna Site License Agreement with Alltel Corporation doing business as Verizon Wireless for the tower located at 2642 Raymond Road.

IT IS HEREBY ORDERED that the mayor shall be authorized to execute the Third Amendment to the Antenna Site License Agreement for the site located at 2642 Raymond Road containing the terms stated in this order.

OFFICE OF THE CITY ATTORNEY

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/28/2024
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Five (5) amendments to antenna site license agreement between City of Jackson, a Mississippi municipality ("LICENSOR"), and Verizon Wireless. ("LICENSEE")
2.	**Purpose**	Five (5) amendment to antenna site license agreement, located at Site#20 301 NORTH STREET, Site#14 179 MAGNOLIA ROAD, Site#/10 FS#23 2642 RAYMOND ROAD, Site#12 543 MARTIN STREET, 3551 LYNCH STREET between City of Jackson, a Mississippi municipality ("LICENSOR"), and Verizon Wireless. ("LICENSEE"), where the parties desire to commence the Agreement to modify licensee's equipment as set forth herein.
3.	**Who will be affected**	All City Departments
4.	**Benefits**	Rent increase accumulates more revenue for the City of Jackson
5.	**Schedule (beginning date)**	Upon Execution
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Administration, Telecommunications Division
8.	**COST**	Commencing upon the installation of the Equipment, rent will be increased by Five Thousand Three Hundred Twelve and 74/100 dollars ($5,312.74) for Site#20, Five Thousand Six Hundred Forty Six and 38/100 dollars ($5,646.38) for Site#14, Five Thousand Seven Hundred and 51/100 dollars ($5,700.51) for Site#10 FS#23, Four Thousand Three Hundred Ninety Three and 50/100 dollars ($4,393.50) Site#12, Three Thousand Four Hundred Elven and 91/100 dollars ($3,411.91) Site#1 per month ("Rent Increase").
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	N/A
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A X AABE _____% WAIVER yes ___ no ___ N/A X WBE _____% WAIVER yes ___ no ___ N/A X HBE _____% WAIVER yes ___ no ___ N/A X NABE _____% WAIVER yes ___ no ___ N/A X

Revised 2-04

THE CITY OF
JACKSON
MISSISSIPPI

DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: August 28, 2024

To: Mayor Chokwe A. Lumumba

From: Dr. Muriel Reid-Director of Information Systems

Subject: Verizon, with its principal office located at 180 Washington Valley Road, Bedminster, NJ 07921 to modify equipment and increase licensee fees at five tower sites within the City of Jackson.

The Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreement with Cellco Partnership & Alltel Corporation d/b/a Verizon Wireless ("Verizon") that will modify Verizon's equipment and increase the monthly license fees at the towers at Site#20 301 NORTH STREET, Site#14 179 MAGNOLIA ROAD, Site#/10 FS#23 2642 RAYMOND ROAD, Site#12 543 MARTIN STREET, Site#1 3551 LYNCH STREET

Granting approval to (2) Cellco Partnership & (3) Alltel Corporation d/b/a Verizon Wireless ("Verizon") to modify equipment and increase licensee fees at five tower sites within the City of Jackson to generate additional revenue.

Akeith Harris

Telecommunications Manager

Anthony Carter

Operations/Systems/Contracts Manager

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 11/6/24

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH ALLTEL CORPORATION DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED AT 2642 RAYMOND ROAD** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*
Carrie Johnson, *Deputy City Attorney*

11/6/24
Date

2642 Raymond Road

THIRD AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

This Third Amendment to Antenna Site License Agreement ("Third Amendment") is made, and shall be effective, as of the last date of the signatures below ("Effective Date"), between City of Jackson, a Mississippi municipality ("Licensor"), and Alltel Corporation d/b/a Verizon Wireless ("Licensee"). Licensor and Licensee (or their predecessors in interest) entered into that certain Antenna Site License Agreement dated February 15, 2005, as may have been previously amended and/or assigned, (the "Lease"), pursuant to which Licensee is leasing or licensing from Licensor a portion of that certain property located at 2642 Raymond Road, Jackson, Mississippi 39212, as more particularly described in the Lease. Licensor and Licensee may be referenced in this Third Amendment individually as a "Party" or collectively as the "Parties."

In consideration of the mutual covenants and promises contained in this Third Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Lease as follows:

1. Term. Notwithstanding anything contained in the Lease to the contrary, the Lease shall expire on December 31, 2024. Commencing on January 1, 2025, the Lease shall be extended for 5 years ("Initial Extension Term"). The term of the Lease shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term"), unless Licensee terminates the Lease by giving Licensor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on January 1, 2025, the monthly rent shall be $5,700.51 to be paid on the first day of the month in advance to Licensor or such other person as Licensor may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of January 1, 2026 thereafter.

3. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Third Amendment, the terms and provisions of this Third Amendment shall control. In addition, except as otherwise stated in this Third Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Third Amendment.

4. Ratification and Reaffirmation. Licensor and Licensee do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Lease. Except as modified by this Third Amendment, all of the terms and conditions of the Lease are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Third Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Lease.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Third Amendment is effective and entered into as of the date last written below.

Licensor:

City of Jackson, a Mississippi municipality

By: _____

Name: _____

Title: _____

Date: _____

Licensee:

Jackson Cellular Telephone Co., Inc.
d/b/a Verizon Wireless

By: Sergei Mislevy
(Jun 14, 2024 10:45 EDT)

Name: Sergei Mislevy

Title: Executive Director-Network Engineering/Real Estate

Date: Jun 14, 2024

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ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH CELLCO PARTNERSHIP DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED AT 3551 LYNCH STREET

OFFICE OF THE CITY ATTORNEY

WHEREAS, on November 2, 2024, the governing authorities for the City of Jackson authorized the mayor to execute an antenna site license agreement with Verizon Wireless to place its telecommunications equipment on a municipal tower located at 3551 Lynch Street; and

WHEREAS, the commencement date of the antenna site license agreement was January 1, 2005 and had an initial term of five (5) years and also provided for three (3) renewal terms of five (5) years; and

WHEREAS, the last renewal term of the antenna site license agreement commenced on January 1, 2020 and will expire on December 31, 2024; and

WHEREAS, Cellco Partnership which does business as Verizon Wireless communicated to the Department of Information Technology's Telecommunications Division that it would like to amend the existing antenna site license agreement to provide for four (4) additional renewal terms of five (5) years; and

WHEREAS, Cellco Partnership's principal office is located at 180 Washington Valley Road, Bedminster, NJ 07921; and

WHEREAS, the City of Jackson has the authority to amend the existing antenna site license agreement because Section 21-17-5(1) of the Mississippi Code vests the care, management, and control of municipal property with its governing authorities; and

WHEREAS, Section 21-17-5(1) also authorizes the governing authorities of a municipality to adopt orders concerning municipal affairs 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 antenna site license agreement concerns municipal property and affairs; and

WHEREAS, amending the term of the agreement to add additional renewal terms is not inconsistent with the Mississippi Constitution or laws of the State of Mississippi; and

WHEREAS, the First Amendment to the antenna site license agreement for the site located at 3551 Lynch Street contains the following language:

1. ***Term.*** *Notwithstanding anything contained in the agreement to the contrary, the agreement shall expire on December 31, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term), unless Licensee terminates the*

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11.19.24
(Reid, Lumumba)

Agreement by giving Licensor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. ***Rent.*** *Commencing on January 1, 2025, the monthly rent shall be $3,411.91 to be paid on the first day of the month in advance to Licensor or such other person as Licensor may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of January 1, 2026 thereafter.*

3. ***Continued effect.*** *Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as other stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.*

4. ***Ratification and Reaffirmation.*** *Licensor and Licensee do hereby ratify, reaffirm, adopt, contract for and agree to be or continue to be, bound by all of the terms and conditions of the above referenced Agreement. Except as modified this First Amendment, all of the terms and conditions of this Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.*

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to execute the First Amendment to the Antenna Site License Agreement with Cellco Partnership doing business as Verizon Wireless for the tower located at 3551 Lynch Street.

IT IS HEREBY ORDERED that the mayor shall be authorized to execute the First Amendment to the Antenna Site License Agreement for the site located at 3551 Lynch Street containing the terms stated in this order.

ICE OF THE CITY ATTORNEY

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/28/2024
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Five (5) amendments to antenna site license agreement between City of Jackson, a Mississippi municipality ("LICENSOR"), and Verizon Wireless. ("LICENSEE")
2.	**Purpose**	Five (5) amendment to antenna site license agreement, located at Site#20 301 NORTH STREET, Site#14 179 MAGNOLIA ROAD, Site#/10 FS#23 2642 RAYMOND ROAD, Site#12 543 MARTIN STREET, 3551 LYNCH STREET between City of Jackson, a Mississippi municipality ("LICENSOR"), and Verizon Wireless. ("LICENSEE"), where the parties desire to commence the Agreement to modify licensee's equipment as set forth herein.
3.	**Who will be affected**	All City Departments
4.	**Benefits**	Rent increase accumulates more revenue for the City of Jackson
5.	**Schedule (beginning date)**	Upon Execution
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Administration, Telecommunications Division
8.	**COST**	Commencing upon the installation of the Equipment, rent will be increased by Five Thousand Three Hundred Twelve and 74/100 dollars ($5,312.74) for Site#20, Five Thousand Six Hundred Forty Six and 38/100 dollars ($5,646.38) for Site#14, Five Thousand Seven Hundred and 51/100 dollars ($5,700.51) for Site#10 FS#23, Four Thousand Three Hundred Ninety Three and 50/100 dollars ($4,393.50) Site#12, Three Thousand Four Hundred Elven and 91/100 dollars ($3,411.91) Site#1 per month ("Rent Increase").
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	N/A
10.	**EBO participation**	ABE _____% WAIVER yes __ no __ N/A X AABE _____% WAIVER yes __ no __ N/A X WBE _____% WAIVER yes __ no __ N/A X HBE _____% WAIVER yes __ no __ N/A X NABE _____% WAIVER yes __ no __ N/A X

Revised 2-04

THE CITY OF
JACKSON
MISSISSIPPI

DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: August 28, 2024

To: Mayor Chokwe A. Lumumba

From: Dr. Muriel Reid-Director of Information Systems

Subject: Verizon, with its principal office located at 180 Washington Valley Road, Bedminster, NJ 07921 to modify equipment and increase licensee fees at five tower sites within the City of Jackson.

The Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreement with Cellco Partnership & Alltel Corporation d/b/a Verizon Wireless ("Verizon") that will modify Verizon's equipment and increase the monthly license fees at the towers at Site#20 301 NORTH STREET, Site#14 179 MAGNOLIA ROAD, Site#/10 FS#23 2642 RAYMOND ROAD, Site#12 543 MARTIN STREET, Site#1 3551 LYNCH STREET

Granting approval to (2) Cellco Partnership & (3) Alltel Corporation d/b/a Verizon Wireless ("Verizon") to modify equipment and increase licensee fees at five tower sites within the City of Jackson to generate additional revenue.

Akeith Harris

Telecommunications Manager

Anthony Carter

Operations/Systems/Contracts Manager

353 South Congress | P.O. Box 17
Jackson, Mississippi 39205-0017

www.jacksonms.gov

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH CELLCO PARTNERSHIP DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED AT 3551 LYNCH STREET** is legally sufficient for placement in NOVUS Agenda.

Sondra D. Moncure

Sondra Moncure, *Special Assistant*
Carrie Johnson, *Deputy City Attorney*

11/8/24
Date

City of Jackson
Office of the
Clerk of Council
P.O. Box 17
Jackson, Mississippi 39205-0017
(601) 960-1031

REQUEST FOR STATEMENT OF VOTES

(Please Print)

TODAY'S DATE: 8/29/24 PHONE: 6017207794

PERSON REQUESTING: Lindsey A. Harris, A. Carter DEPT: Telecommunications

EMAIL ADDRESS: lindsey1@city.jackson.MS.US

REQUEST TO BE FILLED

☒ STATEMENT OF VOTES

Nov 2 2004
(DATE OF MEETING) 11/2/2004 AGENDA ITEM NO. 10

☐ INSTRUCTIONS/COMMENTS: _____

ORDER TITLE: (Any request shall be clear and concise by providing specific details exactly the way it is listed in Novus Agenda.)

A RESPONSE TO YOUR REQUEST WILL BE PROVIDED TIMELY AFTER RECEIPT OF YOUR WRITTEN REQUEST

PLEASE EMAIL REQUEST TO: clerkofcouncil@jacksonms.gov

Picked Up By: _____ **Dept:** _____ **Date:** _____

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 001 TO 331 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 001 to 331 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of $116,995.13 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

IT IS FINALLY ORDERED that the following expenditures from the accounts payable fund be made in order to pay amounts transferred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		39,377.39
PARKS & RECR.		19,953.57
LANDFILL FUND		2,260.71
SENIOR AIDES		4,090.40
WATER/SEWER OPER. & MAINT		29,980.71
PAYROLL FUND	$116,995.13	
EARLY CHILDHOOD		3,782.34
JJD PREV CONGRESS BRNT-GED		919.29
TITLE V CMPDD SR AIDES		618.00
TITLE III AGING PROGRAMS		3,248.06
	$116,995.13	$104,230.47
		$221,225.60

Council Member Stokes moved adoption; **Council Member Dagner-Cook** seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-Cook, McLemore, and Stokes.
Nays – None.
Absent – Crisler.

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

ORDER AUTHORIZING MAYOR TO EXECUTE ANTENNA SITE LICENSE AGREEMENTS WITH VERIZON WIRELESS.

WHEREAS, Verizon Wireless desires to place telecommunications equipment on various City-owned tower sites; and

WHEREAS, Verizon Wireless has agreed to pay the City $1800.00 per month as a base fee for license to use each tower site for an initial period of five (5) years with the option to renew the license for up to three (3) additional terms of five (5) years each;

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an Antennae Site License Agreement with Verizon Wireless, providing for placement of antenna equipment on towers at the following sites:

(1) 3551 J.R Lynch Street; (2) 333 East Fortification Street, Fire Station #3; (3) 104 Northside. Drive, Fire Station #7; (4) 1492 Canton Mart Road, Fire Station #17; (5) 5383 Watkins Drive, Fire Station #21; (6) 2642 Raymond Road, Fire Station #23; (7) 1242 Wiggins Road, Fire Station # 24; (8) 1921 West Northside Drive, Lake Hico; (9) 179 Magnolia Road; (10) 3792 I-55 South, Exit 90A; (11) 301 North Street, EOC Center; and (12) 543 Martin Street.

Council Member Stokes moved adoption; **Council Member Dagner-Cook** seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-Cook, McLemore, and Stokes.
Nays – None.
Absent – Crisler.

****

ORDER AUTHORIZING FISCAL YEAR 2005 PAYMENT OF $87,729.00 TO CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, INC. (CMPDD).

IT IS HEREBY ORDERED that payment of $87,729.00 be made from the General Fund to Central Mississippi Planning and Development District, Inc. (CMPDD) for fiscal year 2005 local assessment in support of the District Work Program.

Council Member Barrett-Simon moved adoption; **Council Member Dagner-Cook** seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-Cook, and McLemore.
Nays – Stokes.
Absent – Crisler.

****

ORDER AUTHORIZING PAYMENT OF $[illegible] TO [illegible] MISSISSIPPI MUNICIPAL LEAGU DUES FOR 2004-2005.

All Sites in order are listed ↗

IT IS HEREBY ORDERED that payment of Fund to the Mississippi Municipal League for 2004-2(

Council Member Barrett-Simon moved adop seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-C
Nays – Stokes.
Absent – Crisler.

****

ORDER AUTHORIZING THE ACC A GRANT WITH THE MI COMMISSION IN THE AMOUNT C

WHEREAS, the Mississippi Transportation [illegible] grants through the Multi-Modal Transportation Improvement Fund; and

WHEREAS, these funds can be used to support capital and operating expenses for JATRAN transit system; and

WHEREAS, the Mississippi Transportation Commission approved an award of $240,000 for the City of Jackson's transit system;

ORDER AUTHORIZING MAYOR TO EXECUTE ANTENNA SITE LICENSE AGREEMENTS WITH VERIZON WIRELESS

WHEREAS, Verizon Wireless desires to place telecommunications equipment on various City-owned tower sites; and

WHEREAS, Verizon Wireless has agreed to pay the City $1800.00 per month as a base fee for license to use each tower site for an initial period of five (5) years with the option to renew the license for up to three (3) additional terms of five (5) years each;

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an Antennae Site License Agreement with Verizon Wireless, providing for placement of antenna equipment on towers at the following sites:

(1) 3551 J.R Lynch Street; (2) 333 East Fortification Street, Fire Station #3; (3) 104 Northside. Drive, Fire Station #7; (4) 1492 Canton Mart Road, Fire Station #17; (5) 5383 Watkins Drive, Fire Station #21; (6) 2642 Raymond Road, Fire Station #23; (7) 1242 Wiggins Road, Fire Station # 24; (8) 1921 West Northside Drive, Lake Hico; (9) 179 Magnolia Road; (10) 3792 I-55 South, Exit 90A; (11) 301 North Street, EOC Center; and (12) 543 Martin Street.

APPROVED FOR AGENDA

	Initials	Date
Division Manager		10/20/04
Department Director		10.20.04
Finance	RH	10.20.04
EBO	N/A	N/A
Legal		10/20/04
CAO	MH	10/25/04 10/26/04
Mayor's Office		10/26/04

Item# 10
Agenda date: 11-2-2004

By: Ferrell, Melvin, Johnson, Jr.

FIRST AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

This First Amendment to Antenna Site License Agreement ("First Amendment") is made, and shall be effective, as of the last date of the signatures below ("Effective Date"), between The City of Jackson, a Mississippi municipality ("Licensor"), and Cellco Partnership d/b/a Verizon Wireless ("Licensee"). Licensor and Licensee (or their predecessors in interest) entered into that certain Antenna Site License Agreement dated February 15, 2005, as may have been previously amended and/or assigned, (the "Agreement"), pursuant to which Licensee is leasing or licensing from Licensor a portion of that certain property located at 3551 Lynch Street, Jackson, MS 38209, as more particularly described in the Agreement. Licensor and Licensee may be referenced in this First Amendment individually as a "Party" or collectively as the "Parties."

In consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on December 31, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term"), unless Licensee terminates the Agreement by giving Licensor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on January 1, 2025, the monthly rent shall be $3,411.91 to be paid on the first day of the month in advance to Licensor or such other person as Licensor may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of January 1, 2026 thereafter.

3. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

4. Ratification and Reaffirmation. Licensor and Licensee do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this First Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this First Amendment is effective and entered into as of the date last written below.

Licensor:

The City of Jackson
a Mississippi municipality

By: _____

Name: _____

Title: _____

Date: _____

Licensee:

Cellco Partnership
d/b/a Verizon Wireless

By: _____

Name: Sergei Mislevy

Title: Executive Director-Network Engineering/Real Estate

Date: _____

Mary Clare
Site #44543
Site #1 Lynch Street

ANTENNA SITE LICENSE AGREEMENT

This License Agreement (this "Agreement") is made to be effective as of this 15 day of February 2005 ~~December, 2004, by~~ and between the City of Jackson, a Mississippi municipality ("Licensor"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware Limited Partnership ("Licensee").

WITNESSETH:

1. Definitions. Licensor and Licensee agree that the respective terms as used herein shall, unless the context otherwise requires, have the following meanings:

"Tower" means Licensor's tower and associated structural hardware located at geographic coordinates Latitude N 32° 17' 43.2", Longitude W 90° 14' 46.3, in Hinds County, Mississippi (the "Premises"), also referred to as the Site #1 Lynch Street Tower, and more particularly described on Exhibit A attached hereto and by this reference incorporated herein.

"Cabinet Pad" means a concrete pad adjacent to the Tower to be constructed by Licensee at its sole cost and expense designated by Licensor for Licensee's exclusive use and installation of communications equipment, which Licensor and Licensee agree shall have those dimensions shown on Exhibit A, and shall be suitable for installation of cabinets associated with Licensee's equipment. The design and location of such pad shall be subject to Licensor's prior approval, which shall not be unreasonably withheld or delayed.

"Antenna Site" means the applicable portions of the Tower designated by Licensor as site space, the Cabinet Pad and any necessary route of ingress and egress between the Cabinet Pad and Tower for cables and other related equipment as necessary to interconnect Licensee's Site Equipment.

"Manager" means the City of Jackson, Mississippi, its successors or assigns and any subsequent manager of the Antenna Site pursuant to a management agreement with Licensor.

"Site Equipment" means any communications equipment, including equipment shelters, base stations, antenna(s), poles, dishes or masts, cabling or wiring and accessories used therewith approved by Licensor for installation, operation and maintenance on the Antenna Site.

Licensor and Licensee agree that capitalized terms defined elsewhere in this Agreement shall, unless the context requires otherwise, have the meaning there given.

2. License to Use.

(a) Subject to and upon the terms, provisions and conditions hereinafter set forth and in consideration of the duties, covenants and obligations of Licensee hereunder, Licensor has granted and does hereby grant unto Licensee, a nonexclusive license (the "License") to use the Antenna Site for the installation, operation and maintenance, at Licensee's

sole expense and risk, of Licensee's Site Equipment, as more particularly described in Exhibit B attached hereto and made a part hereof for all purposes. The foregoing notwithstanding, however, Licensee's rights shall be exclusive with respect to the Cabinet Pad, and Licensor will not license space to other licensees at the same elevation on the Tower. Licensor further grants to Licensee a non-exclusive right of ingress and egress and access to the Antenna Site, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, and for the installation and maintenance of utilities, over, under or along a right-of-way extending from the nearest public right-of-way, Lynch Street, to the Antenna Site, as more particularly described on Exhibit A-1 attached hereto and incorporated herein by reference.

(b) This License is limited to allowing Licensee to only install, maintain and operate on the Antenna Site in the location or locations described in Exhibit A, radio communications equipment, antennas and appurtenances, which Licensee owns for purposes of providing communication services which Licensee is licensed by the Federal Communications Commission ("FCC") to provide.

(c) Licensee, at its sole expense and with the prior approval of Licensor which shall not be unreasonably withheld or delayed, shall have the right to fence and enclose its ground equipment as necessary to provide for the security, safety and protection of the public and to provide for security and limitation of liability against Licensee, Licensor and others. Licensee shall provide Licensor with all keys and combinations to such fencing and enclosures as shall be necessary to give it complete access to all areas of the Antenna Site at all times.

(d) Licensor reserves the right to require Licensee to relocate all or a portion of its tower mounted Site Equipment to a different location on the Tower in the event that the Site Equipment interferes with the use of the Tower or Premises by the City or other users of the Tower who pre-date Licensee's use of the Tower, and Licensee agrees to relocate said Site Equipment at its expense, provided that said relocation does not substantially change the radio service coverage area of the Site Equipment. Furthermore, Licensee shall not install any of its Site Equipment on the Antenna Site in a manner that interrupts or prevents the normal use or operation of the equipment of other users of the Tower who pre-date Licensee's use of the Tower; and without limiting the generality of the foregoing, Licensee's Site Equipment shall be installed with adequate clearance for opening of all cabinet doors and adequate access to all equipment of users who pre-date Licensee's use.

(e) Licensee may replace the site equipment with similar and comparable equipment provided said replacement does not increase tower loading. Prior to the replacement of the site equipment, Licensee shall provide to the City's Telecommunications Division Manager fourteen (14) days written notice of its intent to replace the site equipment. The written notice shall include a description and drawing depicting the equipment to be replaced and the location of the equipment. Any replacement of site equipment which results in an increase in tower loading will require an increase in rent and amendment of agreement. The amount of rent increase will be negotiated by the parties.

(f) Licensor represents and warrants to Licensee that Licensor holds good and valid fee simple title to the Antenna Site. Licensor covenants to Licensee that if Licensee shall perform its obligations hereunder, Licensee shall have quiet enjoyment of the Antenna Site throughout the term of this Agreement.

3. Term.

(a) The term (the "Term") of this Agreement shall commence on January 1, 2005 (the "Commencement Date") and shall continue for five (5) years. Licensee shall have the option to renew the License for up to three (3) additional terms of five (5) years each (each a "Renewal Term"), and this Agreement shall automatically be renewed unless Licensee provides written notice of cancellation at least thirty (30) days prior to the scheduled expiration of the then current term.

(b) The permission granted to Licensee to use the Antenna Site granted by this Agreement may be canceled by Licensor for any noncompliance by Licensee with the terms or provisions of this Agreement if such failure, after proper notice of such noncompliance has been given to Licensee, continues for (i) fifteen (15) days and can be cured by the payment of money, or (ii) thirty (30) days and cannot be cured merely with the payment of money (or such additional time as may be reasonably required if Licensee commences the cure within such 30-day period and continuously and diligently pursues the cure to completion).

(c) This Agreement may be likewise canceled by Licensee for any noncompliance by Licensor with the terms or provisions of this Agreement if such failure, after proper notice of such noncompliance, has been given to Licensor, continues for (i) fifteen (15) days and can be cured by the payment of money, or (ii) thirty (30) days and cannot be cured merely with the payment of money (or such additional time as may be reasonably required if Licensee commences the cure within such 30-day period and continuously and diligently pursues the cure to completion). Licensor also acknowledges that Licensee's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement, all certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests which will permit Licensee to use the Premises as set forth in this Agreement. Licensor shall cooperate with Licensee in Licensee's efforts to obtain such approvals and shall take no actions which would adversely affect the status of the Premises with respect to the proposed use by Licensee. In the event that any of such applications for Governmental Approvals should be finally rejected or Licensee determines that any such Governmental Approval may not be obtained in a timely manner, or if any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority or soil boring tests are found to be unsatisfactory so that Licensee in its sole discretion will be unable to use the Premises for its intended purposes, or if Licensee determines that the Property is no longer technically compatible for its intended use, then Licensee shall have the right to terminate this Agreement. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in the manner set forth in this Agreement, and shall be effective upon the mailing of such notice by Licensee. All

rentals paid to said termination date shall be retained by Licensor. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money, to each other.

4. Payments.

(a) Licensee shall, except as noted below, pay Licensor, without demand, offset or counterclaim on the Commencement Date and on the first of each calendar month thereafter during the Term of the monthly fee set forth as $1,800 per month (the (Monthly License Fee) for up to six (6) antennae with a maximum of two (2) lines per antenna for the initial installation phase, subject to the cost of living increase as described below. If the Commencement Date occurs on a date other than the first day of a month, the Monthly License Fee shall be prorated for such partial month. Likewise, if the Term ends on a date other than the last day of a month, the Monthly Licensee Fee shall be prorated for such partial month. For the installation of any antennae lines subsequent to the initial installation phase, Licensee shall pay additional rent in the amount of $1.50 per antenna line per foot, per month subject to cost of living increases as described below. By way of example, if Licensee installed only six (6) antennae lines during the initial installation phase, the installation of the seventh and subsequent antennae lines are subject to the additional rent of $1.50 per antenna line per foot, per month. Rent for all Antenna Sites encompassed by this Agreement may be aggregated and paid by Licensee in a single, monthly payment for all Antenna Sites. Any Rent described herein shall be increased annually, effective as of each anniversary of the Commencement Date by an amount equal to three percent (3%) of the previous year's rent; provided, however, that the Rent payable by Licensee hereunder during each year of the third Renewal Term shall be increased by an amount equal to four percent (4%) of the previous year's rent.

(b) In addition to the Monthly License Fee, Licensee shall pay Manager (as agent for Licensor) if, and when due, any sales, use, real estate, personal property or other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Antenna Site hereunder. Licensee shall pay any applicable or assessed property taxes, real or personal, attributable to Licensee's Site Equipment.

5. Technical Standards. Licensee agrees that the installation, operation and maintenance of its Site Equipment shall at all times, and at Licensee's expense, comply with such technical standards as may from time to time be established by Licensor for the Antenna Site, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"), more fully set out in Exhibit C hereto, provided that such technical standards (a) are implemented on a non-discriminatory basis; (b) do not prohibit or interrupt Licensee's use as provided for under this Agreement or conflict with the terms hereof; or (c) do not increase Licensee's financial obligations under this Agreement. Licensor will provide to Licensee a copy of any new Technical Standards established by Licensor to ensure compliance with the same, and if any new Technical Standards established by Licensor shall require that Licensee modify or

revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modification or revisions within a reasonable time thereafter.

6. Interference. Licensee covenants that its Site Equipment shall not cause interference with equipment owned or operated by Licensor or by third parties co-located on the Tower prior to this Agreement. If, in the reasonable judgment of Licensor, any electrical, electromagnetic, radio frequency or other interference shall result from the operation of any of Licensee's Site Equipment, Licensee agrees to immediately take all steps necessary to eliminate the interference within twenty-four (24) hours from receipt of verbal notice from Licensor, by telephone call to Licensee's Network Operations Center at 800-264-6620, and if such interference cannot be eliminated then to power down Licensee's equipment within such 24-hour period; provided, however, if an emergency situation exists which threatens life or property, which Licensor reasonably determines in its sole discretion to be attributable to Licensee's Site Equipment, Licensor shall immediately notify Licensee verbally as set forth above, and Licensee shall act immediately to remedy the emergency situation. Should Licensee fail to so remedy said emergency situation, Licensor may then require Licensee to immediately power down Licensee's equipment. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other liabilities arising out of said shutdown, excluding those expenses, costs, damages, losses, claims, or other liabilities due to negligence or misconduct of licensor, its employees, visitors, or invitees. Licensee agrees to cease operations (except for intermittent testing on a schedule approved by Licensor) until the interference has been corrected to the satisfaction of Licensor. If such interference has not been corrected within sixty (60) days, then Licensee shall either terminate this Agreement forthwith, or immediately remove from the Antenna Site the specific item of Site Equipment causing such interference, in which latter case the Monthly License Fee shall be reduced by the portion of the fee applicable to such Site Equipment for the remainder of the Term and all other terms and conditions of this Agreement shall remain in full force and effect. Licensee agrees that it shall act cooperatively and in good faith to resolve any interference issues with third parties. Licensor agrees that other licensees who locate on or install additional or different equipment on the Antenna Site after the date of this Agreement will be permitted to install only such radio equipment that is of a type and frequency which will not cause measurable interference to the existing equipment of Licensee, and Licensor will immediately correct such interference or cause the same to be corrected by other licensees. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, either party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

7. Maintenance. Licensor shall, at its expense, be responsible for the maintenance of the Tower and the Premises. Licensee shall be responsible, at Licensee's expense, for the maintenance of its tower mounted equipment including brackets, cable ties, antennas, antenna cable and associated hardware and its other Site Equipment, and shall respond to Licensor's notice to make necessary repairs within seventy-two (72) hours, which notice may be verbal. If Licensor, in its sole judgment, deems any repairs to Licensee's tower equipment necessary for the protection of life or property, and if Licensee is unable or unwilling to effect such repairs

expediently, Licensor may effect the necessary repairs, and Licensee shall pay Licensor's invoice therefor within a reasonable time. Only tower service organizations approved by Licensor shall ascend the Tower or do any installation, service or maintenance work on the Tower. Licensee, its employees, agents or invitees shall not ascend the Tower without first having given Licensor notice of Licensee's intent to ascend the Tower at least four (4) hours prior to the anticipated time of the ascension of the Tower except in urgent circumstances in which case Licensee shall give Licensor notice which is reasonable under the circumstances prior to ascending the Tower. In no event shall Licensee or its agents and contractors be allowed to ascend the Tower unless and until Licensee or its agents or contractors have complied with the insurance requirements imposed upon Licensee or its agents and contractors by this Agreement. Licensee shall keep its Site Equipment and the areas immediately surrounding same neat and clean. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other Licensee or Licensor in its operation of the Antenna Site. Licensor shall have no obligation to license, maintain, operate or safeguard the Site Equipment.

8. Electrical Facilities. In the event that Licensee chooses not to install a separate electrical meter, Licensor shall furnish Licensee electrical facilities to furnish sufficient power for Licensee's Site Equipment; provided, however, if Licensee's Site Equipment (singly) consumes more than 1.0 kilowatts per hour at rated capacity or requires a voltage other than 120 volts single phase, Licensee shall pay (i) for the cost of installing such facilities, (ii) for the cost of the installation of any separate meters required thereby, and (iii) at least the sums charged Licensor by the applicable utility for such service as reflected by such meter. Licensee may at its option install a separate electrical meter to service Licensee's Site Equipment. Temporary interruption in the power provided by such facilities shall not render Licensor liable in any respect for damages to either person or property nor relieve Licensee from fulfillment of any covenant or agreement hereof. If Licensor is furnishing power and any of Licensee's Site Equipment fails because of a loss of any electrical power, Licensor shall use reasonable diligence to restore electrical power promptly, but Licensee shall have no claim for damages on account of any interruption in electrical occasioned thereby or resulting therefrom; however, should any such interruption in electrical service continue for a period in excess of seventy-two (72) hours, then, in such event, the Monthly License Fee shall be reduced proportionately, to the extent Licensee's Site Equipment is unusable until such time as electrical power is restored to Licensee's Site Equipment. Notwithstanding the foregoing, if Licensor furnishes electrical service for Licensee's Site Equipment, Licensor shall at all times be able to shut down the electrical service to the Antenna Site and Licensed Site Equipment in connection with any maintenance operation conducted for the Site Equipment. Licensor agrees to make a reasonable effort to schedule any such shutdown during non-peak hours. Licensor also agrees to make a reasonable effort to cooperate with Licensee in obtaining temporary alternate power during the scheduled maintenance operations, but shall have no obligation hereunder to provide alternate power from emergency power sources. In connection therewith, Licensor agrees to give Licensee reasonable prior notice, except in emergency situations, which notice may be verbal.

9. Compliance with Laws. The access to, and installation, maintenance and operation of, Licensee's Site Equipment must at all times be in strict compliance with the Technical Standards, all applicable federal, state and local laws, ordinances, and regulations (including without limitation the Federal Communications Commission, Federal Aviation Agency, City and Fire Codes) and the rules and regulations of the Antenna Site.

10. Assignment and Sublicensing.

(a) Licensee may not assign this Agreement without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed by Licensor. Licensee shall not be permitted to sublicense to, or share its Site Equipment with, third parties without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion. This Agreement may also be sold, assigned or transferred by Licensee without Licensor's consent to Licensee's principals, affiliates, subsidiaries of its principals, or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Site is located, by reason of a merger, acquisition or other business reorganization.

(b) Licensor shall have the right to freely transfer and assign, in whole or in party, all its rights and obligations hereunder and no further liability or obligation shall thereafter accrue against Licensor hereunder, but this License shall remain binding on Licensor's assigns.

11. Inspection. Licensee shall permit Licensor or its agents or representatives at all hours to have access to Licensee's Site Equipment to (a) inspect Licensee's Site Equipment, (b) make technical measurements or tests related to the Site Equipment, provided that no hard electrical connections are made to Licensee's site equipment when Licensee or its representative is not present, (c) perform any obligations of Licensee hereunder which Licensee has failed to perform, or which work Licensee agrees to pay Licensor's invoice therefor promptly, (d) assure Licensee's compliance with the terms and provisions of this License and all applicable laws, ordinances, rules and regulations. Licensee reserves the right to have a representative of Licensee present at any time Licensor or its agents or representatives access Licensees Site Equipment.

12. Licensor's Review of Plans and Approval of Contractors.

(a) Prior to installing or allowing any equipment to be installed in or on the Antenna Site, Licensee shall submit detailed plans and specification of the planned installation for Licensor's approval. Licensor shall have a reasonable period of time to review and approve such plans which must in all events be in compliance with the Technical Standards. In no event will Licensor's approval of such plans be deemed a representation that they comply with applicable laws, ordinances or rules and regulations or will not cause interference with other communications operations, such responsibility being solely Licensee's.

(b) Licensor shall have the right of prior approval of any contractors performing installation, modification or maintenance work on behalf of Licensee on the Antenna Site, which approval shall not be unreasonably withheld, but which once given may be rescinded by Licensor for cause upon written notice of rescission by Licensor to Licensee. If Licensee performs its own installation, modification or maintenance work, Licensor's right of prior approval shall also extend to Licensee as a contractor, and any reasonable withholding or rescission of Licensor's approval of Licensee as a contractor due to Licensee's negligence or willful misconduct shall not relieve Licensee of its obligations hereunder. Licensee shall submit the name of any proposed contractor to Licensor prior to such contractor performing any work on behalf of Licensee on the Antenna Site and Licensor shall notify Licensee within a reasonable period of time thereafter as to whether Licensor has approved such contractor.

13. Removal of Site Equipment.

(a) Licensee may remove its Site Equipment at any time prior to the expiration or earlier termination of this Agreement provided Licensee repairs any damage to the Antenna Site caused thereby and restores the Site Space to its original condition, ordinary wear and tear excluded.

(b) If Licensee does not remove its Site Equipment (to the extent such is entitled to be removed) on or prior to the expiration or termination of this License without the written consent of Licensor, Licensee's Site Equipment shall be conclusively deemed to be abandoned and shall become Licensor's property and Licensor may remove and/or dispose of such Site Equipment as Licensor sees fit, all at Licensee's cost and expense. In connection therewith, Licensor agrees that if Licensee requests permission to maintain its Site Equipment on the Antenna Site after the termination of this License, Licensor shall not unreasonably withhold its consent thereto, provided Licensee continues to pay the Monthly License Fee then in effect, but in no event shall Licensee be entitled to maintain its Site Equipment on the Antenna Site for more than ninety (90) days after the expiration or termination of this License.

(c) If Licensee elects to abandon any transmission line which is the property of Licensee, and if Licensor consents to such abandonment, then said transmission line shall become the sole property of Licensor. Otherwise, Licensee agrees, at its expense, to remove any or all transmission lines, other than electrical or telephone lines installed by Licensee to service Licensee's Site Equipment, which are its property.

14. Fire Clause. In the event of a fire or other casualty in or on the Antenna Site, which Licensee is aware of, Licensee shall immediately give notice thereof to Licensor. If the Antenna Site through no fault or neglect of Licensee, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Antenna Site unusable, the Monthly Licensee Fee provided for herein shall abate thereafter until such time as the Antenna Site is made usable as determined by Licensor. In the event of a fire or other casualty in or on the Antenna Site without fault or neglect of Licensee, its agents, employees, invitees or visitors which cannot reasonably be expected to be repaired within forty-five (45) days following

the casualty, then Licensee may terminate this Agreement on fifteen (15) days notice to Licensor. Nothing herein shall be construed to require Licensor to rebuild the Antenna Site, but if Licensor decides not to rebuild, this License shall terminate as of the date of such total or partial destruction.

15. Condemnation and Loss or Damage. If all or any portion of the Antenna Site shall be taken or condemned for any public purpose to such an extent as to make Licensee unable to utilize its Site Equipment, this Agreement shall, at the option of either party, forthwith cease and terminate. All proceeds from any taking or condemnation of the Antenna Site (excluding Licensee's Site Equipment) shall belong to and be paid to Licensor, it being agreed that the Licensee will be entitled to payment for reimbursement of relocation expenses from the condemning entity, subject to possible applicable court order. Licensee may on its own behalf make a claim in any condemnation proceeding for losses related to Licensee's Site Equipment.

16. Damages from Certain Causes. Neither Licensor nor Licensee, or their respective agents shall be liable or responsible to the other for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority (other than Licensor), or for any damage or inconvenience which may arise by reason of the foregoing.

17. Liability Insurance. Licensee shall at its expense, maintain a policy or policies of comprehensive general liability and worker's compensation insurance, issued by and binding upon some solvent insurance company rated at least A- by AM Best, such insurance to include contractual liability and to afford minimum protection as follows:

Bodily Injury	$1,000,000 for injury including death to any person and for all injuries sustained by more than one person in any one accident.
Property Damage	$500,000 for damages as a result of any one accident.
Worker's Compensation	Statutory limits

Licensee agrees that (1) each liability policy shall name Licensor as an additional insured, (2) Licensee's insurance program shall not be canceled without thirty (30) days prior notice to Licensor, and (3) Licensor will be furnished a Certificate of Insurance of each such policy prior to the Commencement Date. Licensor acknowledges that it currently maintains the following insurance coverages with respect to the Tower and the Antenna Site: property damage coverage with limits not less than the Latest Statement of Value or other documentation filed with Licensor's insurance carrier for all buildings and structures (including the Tower) located on the Antenna Site; and aggregate insurance coverage on all of Lessor's property in the amount of $100,000,000 for damage arising out of any one occurrence, with such liability with respect to any one building or structure being limited to 110% of the individually stated value of such

building, for damage or destruction to property in any one occurrence. Licensor agrees to maintain said insurance in effect throughout the term of this License, including all renewals hereof.

18. Indemnification. Licensor, Manager or their agents, servants, employees and subcontractors shall not be liable to Licensee, or to Licensee's agents, servants, employees, customers or invitees for any damage to persons or property caused by any action or omission of Licensee, its agents, servants or employees, and Licensee agrees to indemnify and hold Licensor, Manager, their agents, servants, employees and subcontractors harmless from all liability and claims for any such damage. Likewise, Licensee, its agents, servants, employees and subcontractors shall not be liable to Licensor, or to Licensor's agents, servants, employees, customers, invitees, or subcontractors for any damage to persons or property caused by any action or omission of Licensor, its agents, servants, employees or subcontractors, and Licensor agrees, to the extent allowed by law, to indemnify and hold Licensee, and its agents, servants, employees, customers, invitees, or subcontractors harmless from all liability and claims for any such damage. This section shall not be deemed to limit the City's sovereign immunity with respect to claims by third parties, and neither Licensor nor Licensee shall be deemed to have any indemnity obligation for any claim otherwise barred (or to the extent barred) by the City's sovereign immunity. The obligations of both parties hereunder shall survive the termination of this Agreement.

19. Limitation of Licensor's Liability. Licensee acknowledges that Licensor's liability for any act or occurrence on the Tower Site is limited to the extent set forth in the Mississippi Tort Claims Act, Miss. Code Ann. Section 11-46-1, et seq.

20. Notice. Any notice, communication, request, reply or advise (herein severally and collectively, for convenience, called "notice") in this Agreement provided or permitted to be given, made or accepted by either party to the others must be in writing (except where verbal notice is specifically authorized under this Agreement for a particular circumstance) and shall effectively be given (i) if deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, (ii) if deposited with a national overnight receipted delivery service who provides signed acknowledgements of receipts (included Federal Express, UPS, and other similar delivery services) and addressed to the party to be notified, or (iii) delivered in person to such party. Any notice mailed shall be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited in a depository of the United States Postal Service. Any notice sent by overnight service shall be effective, unless otherwise stated in this Agreement, when the notice is deposited with the overnight delivery service. Verbal or any other notice given in any other manner shall be effective only if and when received by the other party to be notified. For purposes of notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Licensor: Manager, Division of Telecommunications
Attention: Franchise Administrator
City of Jackson

Mary Clare
Site #44543
Site #1 Lynch Street

P.O. Box 17
Jackson, MS 39205
(610) 960-1696

with a copy to:

Office of the City Attorney
Attention: City Attorney
P.O. Box 17
Jackson, MS 39205
(601) 960-1799

If to Licensee:

Verizon Wireless Personal Communications LP d/b/a
Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention Network Real Estate

The parties hereto and their respective heirs, successors, legal representatives and assigns shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by at least fifteen (15) days prior written notice to the other party.

21. Partial Invalidity. If any terms or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction, the remainder of this Agreement or the application of such term shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extend permitted by law.

22. Attorneys' Fees. If Licensee fails to perform any of the terms, covenants, agreements or conditions contained in this Agreement and Licensor places the enforcement of this Agreement, or any part thereof, or the collection of any sums due, or to become due hereunder in the hands of any attorney, or files suit upon same, Licensee agrees to pay all reasonable costs associated with same including Licensor's reasonable attorneys' fees. In no event shall Licensee be liable for attorney fees incurred by Licensor because of Licensor's neglect or intentional misconduct in connection with the performance of this Agreement.

23. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

24. Alteration. This Agreement may not be altered, changed, or amended, except by an instrument in writing signed by both parties hereto.

25. Miscellaneous. The License shall be binding upon and inure to the benefit of the successors and assigns of Licensor, and shall be binding upon and inure to the benefit of Licensee, its successors, and, to the extent assignment is permitted hereunder, Licensee's assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

26. Cumulative Remedies. All rights and remedies of Licensor and Licensee under this License shall be cumulative and none shall exclude any other rights or remedies allowed by law.

27. Law; Venue. This License is declared to be a Mississippi contract, and all of the terms thereof shall be construed according to the laws of the State of Mississippi. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may be brought and prosecuted in such court or courts located in the State of Mississippi as is provided by law; and the parties consent to the jurisdiction of said court or courts located in the State of Mississippi and to service of process by registered mail, return receipt requested, or by any other manner provided by law.

28. Memorandum of Agreement. Licensee shall be entitled to record a Memorandum of this License Agreement in the county land records, and Licensor shall cooperate with Licensee in the preparation, execution and recording of such Memorandum. In the event of a termination of this Agreement for any reason, Licensee agrees to cancel any Memorandum of record.

IN TESTIMONY WHEREOF, the parties hereto have executed this License as of the date aforesaid.

LICENSOR:

CITY OF JACKSON

By: _____ 2/4/05
Name: Harvey Johnson Jr.
Title: Mayor

ATTEST:

Cedric Morgan
Name: Cedric Morgan
Title: City Clerk
(SEAL)

LICENSEE:

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President, Network, South Area

Mary Clare
Site #44543
Site #1 Lynch Street

EXHIBIT "A"
ANTENNA SITE LOCATION

LEGAL DESCRIPTION OF LICENSOR'S PREMISES

STARTING AT THE SOUTHEAST CORNER OF NORTHEAST QUARTER (NE1/4) OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, RUN NORTHERLY ALONG THE RANGE LINE BETWEEN RANGE 1 EAST AND 1 WEST, FOR A DISTANCE OF 1387.23 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LAND, AT SAID POINT TURN LEFT THROUGH AN ANGLE OF 89°12'30" AND RUN WESTERLY FOR A DISTANCE OF 511.23' TO A POINT, THENCE TURN RIGHT THRU AN ANGLE OF 89°12'30" AND RUN NORTHERLY FOR A DISTANCE OF 511.23' TO A POINT LOCATED ON THE SOUTH R.O.W. LINE OF THE Y. & M.V. R.R., THENCE TURN RIGHT THRU AN ANGLE OF 90°47'30" AND RUN EASTERLY ALONG THE SOUTH R.O.W. LINE OF SAID Y&M.V. R.R. A DISTANCE OF 511.23' TO A POINT, THENCE TURN RIGHT THRU AN ANGLE OF 89°12'30" AND RUN SOUTHERLY FOR A DISTANCE OF 511.23' TO THE POINT OF BEGINNING. SAID LAND CONTAINING 6-ACRES AS SHOWN BY PLOT G514F ON FILE IN THE OFFICE OF THE CITY ENGINEER.

AND ALSO

STARTING AT THE SOUTHEAST CORNER OF NORTHEAST QUARTER (NE1/4) OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, THENCE NORTHERLY ALONG THE EAST LINE OF SECTION 12 FOR A DISTANCE OF 1387.23 FEET; THENCE TURN TO THE LEFT THROUGH A DEFLECTION ANGLE OF 89 DEGREES 12 MINUTES 30 SECONDS AND RUN WESTERLY FOR A DISTANCE OF 511.23 FEET TO AN IRON PIN MARKING THE POINT OF BEGINNING; THENCE TURN TO THE RIGHT THROUGH A DEFLECTION ANGLE OF 89 DEGREES 12 MINUTES 30 SECONDS AND RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF SAID SECTION 12 FOR A DISTANCE OF 511.23 FEET TO AN IRON PIN ON THE SOUTH RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE TURN TO THE LEFT THROUGH A DEFLECTION ANGLE OF 89 DEGREES 12 MINUTES 30 SECONDS AND RUN WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD A DISTANCE OF 205.62 FEET TO A POINT MARKED BY AN IRON PIN; THENCE TURN TO THE LEFT THROUGH A DEFLECTION ANGLE OF 90 DEGREES 47 MINUTES 30 SECONDS AND RUN SOUTHERLY AND PARALLEL WITH THE EAST LINE OF SAID SECTION 12 FOR A DISTANCE OF 511.23 FEET TO A POINT MARKED BY AN IRON PIN; THENCE TURN TO THE LEFT THROUGH A DEFLECTION ANGLE OF 89 DEGREES 12 MINUTES 30 SECONDS AND RUN EASTERLY AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD FOR A DISTANCE OF 205.62 FEET TO THE POINT OF BEGINNING, CONTAINING 2.413 ACRES, MORE OR LESS.

AND ALSO

THAT PORTION OF THE ILLINOIS CENTRAL RAILROAD COMPANY'S (FORMERLY ILLINOIS CENTRAL GULF RAILROAD COMPANY) 100 FOOT WIDE JACKSON TO NATCHEZ, MISSISSIPPI BRANCH LINE RIGHT-OF-WAY; NOW DISCONTINUED, BEING 50.0 FEET WIDE ON EACH SIDE OF SAID RAILROAD COMPANY'S MAIN TRACK CENTERLINE AS ORIGINALLY LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 EAST AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 WEST OF THE CHOCTAW MERIDIAN, HINDS COUNTY, MISSISSIPPI, BOUNDED ON THE EASTERLY SIDE BY THE CENTERLINE OF U.S. HIGHWAY 80 AND BOUNDED ON THE WESTERLY SIDE BY THE CENTERLINE OF INTERSTATE HIGHWAY 220.

LEGAL DESCRIPTION OF LICENSEE'S LICENSED PARCELS

Licensee's Cabinet Pad Parcel:

A CERTAIN PORTION OF GROUND, SITUATED IN THE STATE OF MISSISSIPPI, COUNTY OF HINDS, CITY OF JACKSON, LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT, LABELED POINT "A", REFER TO DESCRIPTION OF CENTERLINE OF A 10' ACCESS AND UTILITY EASEMENT FOR ALL METES AND BOUNDS UP TO POINT A; THENCE, PROCEED S 66°13'57"W, 29.06 FEET TO A POINT MARKED BY AN EXISTING FENCE POST FOR THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE, PROCEED ALONG AN EXISTING FENCE LINE, N 17°28'35" W, 37.83 FEET TO A FENCE POST; THENCE, PROCEED ALONG AN EXISTING FENCE LINE AND AN EXTENTION THEREOF, N 66°59'21" E, 15.0 FEET TO A POINT; THENCE, PROCEED S 17°28'35" E, 34.69 FEET TO A POINT IN AN EXISTING FENCE LINE; THENCE, PROCEED ALONG AN EXISTING FENCE LINE, S 55°26'23" W, 15.62 FEET TO THE POINT OF BEGINNING.

Licensee's Propane Tank Parcel:

A CERTAIN PORTION OF GROUND, SITUATED IN THE STATE OF MISSISSIPPI, COUNTY OF HINDS, CITY OF JACKSON, LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT, LABELED POINT "A", REFER TO DESCRIPTION OF CENTERLINE OF A 10.0' WIDE ACCESS AND UTILITY EASEMENT FOR ALL METES AND BOUNDS UP TO POINT "A"; THENCE, PROCEED N 26°19'55" E, 27.35 FEET TO A POINT IN AN EXISTING FENCE LINE FOR THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE, PROCEED ALONG AN EXISTING FENCE, N 46°18'48" W, 4.00 FEET TO A POINT MARKED BY A FENCE POST; THENCE, PROCEED ALONG AN EXISTING FENCE, N 41°07'54" E, 10.00 FEET TO A POINT; THENCE,

PROCEED S 48°52'06" E, 4.00 FEET TO A POINT; THENCE, PROCEED S 41°07'54" W, 10.18 FEET TO A THE POINT OF BEGINNING.

SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

Mary Clare
Site #44543
Site #1 Lynch Street

EXHIBIT "A-1"
LICENSEE'S ACCESS EASEMENT

LEGAL DESCRIPTION OF LICENSEE'S ACCESS AND UTILITY EASEMENT

A CERTAIN PORTION OF GROUND, SITUATED IN THE STATE OF MISSISSIPPI, COUNTY OF HINDS, CITY OF JACKSON, LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 5 NORTH - RANGE 1 WEST, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, T5N-R1W; THENCE, PROCEED ALONG THE EASTERLY LINE OF SECTION 12, N 00°25'43" E A DISTANCE OF 1,387.23 FEET TO A POINT AT THE SOUTHEAST CORNER OF A 6.000 ACRE PARCEL OF LAND; THENCE, PROCEED N 88°46'47" W, 716.85 FEET TO A POINT; THENCE, PROCEED N 00°25'43" E, 511.23 FEET TO A POINT, MARKED BY A 1/2" IRON ROD (FOUND), SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS CENTRAL RAILROAD RIGHT OF WAY (ABANDONED); THENCE, PROCEED ALONG THE AFORESAID RIGHT-OF-WAY LINE, S 88°46'47" E, 229.34 FEET TO A POINT; THENCE, PROCEED S 00°25'43" W, 131.44 FEET TO THE POINT OF BEGINNING OF A 10.0 FOOT WIDE ACCESS AND UTILITY EASEMENT LYING, 5.0 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: FROM THE AFORESAID POINT OF BEGINNING, PROCEED N 10°58'33" E, 9.99 FEET TO A POINT; THENCE, PROCEED N 79°01'27" W, 95.64 FEET TO A POINT; THENCE, PROCEED S 39°50'31" W, 30.83 FEET TO A POINT; THENCE, PROCEED S 19°27'39" E, 141.15 FEET TO A POINT; THENCE, PROCEED S 18°20'41" E, 30.00 FEET TO A POINT; THENCE, PROCEED N 71°39'19" E, 24.01 FEET TO A POINT, LABELED POINT "A"; THENCE, PROCEED N 40°18'17" E, 86.86 FEET TO A POINT; THENCE, PROCEED S 79°52'21" E, 34.59 FEET TO A POINT; THENCE, PROCEED N 60°45'47" E, 55.21 FEET TO A POINT; THENCE, PROCEED N 00°30'32" W, 178.47 FEET TO A POINT; THENCE, PROCEED N 86°04'26" E, 163.03 FEET TO A POINT; THENCE, PROCEED N 03°15'26" E, 98.74 FEET TO A POINT TERMINATING AT THE SOUTHERLY RIGHT-OF-WAY LINE OF LYNCH STREET.

SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

Mary Clare
Site #44543
Site #1 Lynch Street

EXHIBIT "B"
LICENSEE'S SITE EQUIPMENT

Antenna Information

Antenna Type:	PCSA065-19-2, or similar	
Weight:	11.2 kg	
Dimensions:	1905 mm x 215 mm x 190 mm	
Rad Center:	140'	
Number of Antenna:	6 (2 per Sector)	
ERP (watts):	300	
Antenna Gain:	19.5 dBd	
Orientation/Azimuth:	Sector 1:	0
	Sector 2:	120
	Sector 3:	260
Tower Mount Dimensions:	Typical	
Tower Mount Weight:	5 kg	
Number of Coax Cables:	12 (4 per Sector)	
Diameter of Coax Cables:	1 5/8"	

Ground Space Information

Pad Dimensions:	15' x 30' and 4' x 10'
Cabinet Type:	Lucent Cellular Modcell 4.0 or similar
Voltage:	240
Amps:	200

Mary Clare
Site #44543
Site #1 Lynch Street

EXHIBIT "C"
TECHNICAL STANDARDS

1. **Purpose:** In order to minimize interference to every Licensee's operations and equipment, and to maintain good engineering practice, the following installation and maintenance standards are being established and may be amended by Licensor when deemed necessary.

2. **Pre-Installation Standards:** Prior to any installation, Licensee must provide Licensor with complete plans for approval, including list of proposed equipment and subcontractors, and no work may be performed until approval has been given and all criteria has been met. All equipment must be placed in approved locations only, and any changes must be approved by Licensor before the installation begins. The Licensor or its representative shall be on-site during major work on the tower. Licensee must notify Licensor at least five (5) days in advance of any installation work. Following initial installation, routine maintenance work to Licensee's equipment may be performed without prior notice.

3. **Installation:**

   (a) The following minimum protective devices must be properly installed:
      (i) Lightning arrestor in feedline at wall feedthru plate for all non-broadcast antennas.
      (ii) Surge protectors in any AC & phone line circuit.
      (iii) Transmitter RF shielding kit if applicable.
      (iv) Isolator and harmonic filter.

   (b) All transmitters, duplexers, isolators, multicouplers, etc. must be housed in a metal cabinet or rack-mounted.

   (c) All transmission lines entering the building must be ½" Heliax/Wellflex or better via a wall feedthru plate, terminating in a properly installed lightning arrestor with an ED tag on both ends of the line.

   (d) Solid outer shield cable such as Superflex or Heliax/Wellflex must be used for all intercabling outside the cabinet. The use of braided RF cable (eg; RG8) will NOT be permitted outside the cabinet to minimize RF leakage which could cause interference.

   (e) All antenna, power and phone cables shall be routed to the base station in a neat manner using routes provided for that purpose. All phone lines shall use shielded cable properly grounded.

   (f) All stations are to obtain power from the power panel and/or AC receptacle provided for their specific use.

   (g) All RF equipment cabinets must be grounded to the site ground system using copper strap or ribbon cable with cadweld or silver solder connections.

(h) All antenna lines shall be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer's specifications, and all antenna brackets must be pre-approved.

(i) All equipment cabinets shall be identified with a types label under plastic on which the Licensee's name, address and 24-hour phone number must be listed, in addition to a copy of Licensee's FCC license.

(j) Monitor speakers shall be disabled except when maintenance is being performed.

(k) All antenna lines will be tagged within twelve (12) inches of the antenna, at the entrance to the building, at the repeater or base stations cabinet, and/or at the multi-coupler / combiner ports.

(l) No drilling, welding or alteration of the tower is permitted for any reason.

(m) All ferrous metals located outside of the building or on the tower shall be either stainless steel or hot-dipped galvanized, not plated.

(n) Painted towers will require the painting of feedline by the Licensee prior to or before completion of the install.

4. General: Licensee must comply with any applicable instructions regarding any site security system.

(a) Gates shall remain closed at all times unless entering or exiting the premises. When leaving the building, ensure that all doors are locked and the security system is armed.

(b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Licensor.

(c) This license does not guarantee parking space. If space is available, park only in designated areas. Do no park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the site.

(d) Do not adjust or tamper with the thermostats or HVAC systems.

(e) Access to the building roof is restricted to authorized maintenance personnel.

Mary Clare Site #44543

Prepared by:
McGlinchey Stafford, PLLC
Attn: William S. Mendenhall
City Centre South, Suite 1100
200 South Lamar Street (39201)
Post Office Box 22949
Jackson, MS 39225-2949
(601) 960-8400

To the Chancery Clerk of Hinds County, Mississippi: The property described herein is located in the NE ¼ of Section 12, Township 5 North, Range 1 West, Jackson, Hinds County, Mississippi

MEMORANDUM OF LICENSE AGREEMENT

This Memorandum made this 15 day of ~~December~~ February 2005, between the City of Jackson, a Mississippi municipality (hereinafter designated LICENSOR) and Verizon Wireless Personal Communications LP d/b/a/ Verizon Wireless, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter designated LICENSEE).

1. LICENSOR and LICENSEE entered into an Antenna Site License Agreement (hereinafter designated License Agreement) on ~~December 15, 2004~~ February 15, 2005, for a term of five years with three automatic five year renewal terms in accordance with the terms of the License Agreement.

2. In consideration of the rental set forth in the License Agreement, LICENSOR hereby grants to LICENSEE a nonexclusive license to the Antenna Site located on that certain Property located at 3551 Lynch Street, Jackson, Mississippi, geographic coordinates Latitude N 32° 17' 43.2", Longitude W 90° 14' 46.3", and more fully described on the attached Exhibit "A", together with the non exclusive right for ingress and egress.

3. The License Agreement commences on January 1, 2005, and a copy of the License Agreement is on file in the office of the LICENSOR and LICENSEE.

4. The terms, covenants and provisions of the License Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LICENSOR and LICENSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LICENSOR and LICENSEE have caused this Memorandum to be duly executed on ~~December~~ 15, ~~2004~~ February 2005.

LICENSOR:
City of Jackson

By: _____ 2/14/05
Name: Harvey Johnson Jr.
Title: Mayor

LICENSEE:
Verizon Wireless Personal Communications LP d/b/a
Verizon Wireless

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President, Network, South Area

ATTEST:

By: Cedric Morgan
Name: Cedric Morgan
Title: City Clerk

Mary Clare Site #44543

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15 day of ~~December, 2004~~ February 2005 within my jurisdiction, the within named Harvey Johnson, Jr. and Cedric Morgan, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that in said representative capacity they executed the above and foregoing instrument as the act and deed of said municipality, after first having been duly authorized so to do.

Notary Public

My commission expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC MY COMMISSION EXPIRES MAY 1, 2007 BONDED THRU STEGALL NOTARY SERVICE

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBERG

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30 day of December, 2004, within my jurisdiction, the within named Hans F. Leutenegger, who acknowledged that he is the Area Vice President, Network, South Area of Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, and that for and on behalf of said limited partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership so to do.

Catharine Lawson

Notary Public

My commission expires: _____

NOTARY PUBLIC
STATE OF NORTH CAROLINA
CABARRUS COUNTY
CATHARINE LAWSON
MY COMMISSION EXPIRES
JANUARY 4, 2005

Mary Clare Site #44543

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION OF LICENSEE'S LICENSED PARCELS

Licensee's Cabinet Pad Parcel:

A CERTAIN PORTION OF GROUND, SITUATED IN THE STATE OF MISSISSIPPI, COUNTY OF HINDS, CITY OF JACKSON, LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT, LABELED POINT "A", REFER TO DESCRIPTION OF CENTERLINE OF A 10' ACCESS AND UTILITY EASEMENT FOR ALL METES AND BOUNDS UP TO POINT A; THENCE, PROCEED S 66°13'57"W, 29.06 FEET TO A POINT MARKED BY AN EXISTING FENCE POST FOR THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE, PROCEED ALONG AN EXISTING FENCE LINE, N 17°28'35" W, 37.83 FEET TO A FENCE POST; THENCE, PROCEED ALONG AN EXISTING FENCE LINE AND AN EXTENTION THEREOF, N 66°59'21" E, 15.0 FEET TO A POINT; THENCE, PROCEED S 17°28'35" E, 34.69 FEET TO A POINT IN AN EXISTING FENCE LINE; THENCE, PROCEED ALONG AN EXISTING FENCE LINE, S 55°26'23" W, 15.62 FEET TO THE POINT OF BEGINNING.

Licensee's Propane Tank Parcel:

A CERTAIN PORTION OF GROUND, SITUATED IN THE STATE OF MISSISSIPPI, COUNTY OF HINDS, CITY OF JACKSON, LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, BEING MORE FULLY DESCRIBED AS FOLLOWS:

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SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

Together with space on the Licensor's Tower for Licensee's equipment, as specified in the License Agreement;

Together with a non-exclusive easement for ingress, egress and utilities on, over, under, and across the following described property:

LEGAL DESCRIPTION OF LICENSOR'S PREMISES

STARTING AT THE SOUTHEAST CORNER OF NORTHEAST QUARTER (NE1/4) OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, RUN NORTHERLY ALONG THE RANGE LINE BETWEEN RANGE 1 EAST AND 1 WEST, FOR A DISTANCE OF 1387.23 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LAND, AT SAID POINT TURN LEFT THROUGH AN ANGLE OF 89°12'30" AND RUN WESTERLY FOR A DISTANCE OF 511.23' TO A POINT, THENCE TURN RIGHT THRU AN ANGLE OF 89°12'30" AND RUN NORTHERLY FOR A DISTANCE OF 511.23' TO A POINT

LOCATED ON THE SOUTH R.O.W. LINE OF THE Y. & M.V. R.R., THENCE TURN RIGHT THRU AN ANGLE OF 90°47'30" AND RUN EASTERLY ALONG THE SOUTH R.O.W. LINE OF SAID Y&M.V. R.R. A DISTANCE OF 511.23' TO A POINT, THENCE TURN RIGHT THRU AN ANGLE OF 89°12'30" AND RUN SOUTHERLY FOR A DISTANCE OF 511.23' TO THE POINT OF BEGINNING. SAID LAND CONTAINING 6-ACRES AS SHOWN BY PLOT G514F ON FILE IN THE OFFICE OF THE CITY ENGINEER.

AND ALSO

STARTING AT THE SOUTHEAST CORNER OF NORTHEAST QUARTER (NE1/4) OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, THENCE NORTHERLY ALONG THE EAST LINE OF SECTION 12 FOR A DISTANCE OF 1387.23 FEET; THENCE TURN TO THE LEFT THROUGH A DEFLECTION ANGLE OF 89 DEGREES 12 MINUTES 30 SECONDS AND RUN WESTERLY FOR A DISTANCE OF 511.23 FEET TO AN IRON PIN MARKING THE POINT OF BEGINNING; THENCE TURN TO THE RIGHT THROUGH A DEFLECTION ANGLE OF 89 DEGREES 12 MINUTES 30 SECONDS AND RUN NORTHERLY AND PARALLEL WITH THE EAST LINE OF SAID SECTION 12 FOR A DISTANCE OF 511.23 FEET TO AN IRON PIN ON THE SOUTH RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE TURN TO THE LEFT THROUGH A DEFLECTION ANGLE OF 89 DEGREES 12 MINUTES 30 SECONDS AND RUN WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD A DISTANCE OF 205.62 FEET TO A POINT MARKED BY AN IRON PIN; THENCE TURN TO THE LEFT THROUGH A DEFLECTION ANGLE OF 90 DEGREES 47 MINUTES 30 SECONDS AND RUN SOUTHERLY AND PARALLEL WITH THE EAST LINE OF SAID SECTION 12 FOR A DISTANCE OF 511.23 FEET TO A POINT MARKED BY AN IRON PIN; THENCE TURN TO THE LEFT THROUGH A DEFLECTION ANGLE OF 89 DEGREES 12 MINUTES 30 SECONDS AND RUN EASTERLY AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD FOR A DISTANCE OF 205.62 FEET TO THE POINT OF BEGINNING, CONTAINING 2.413 ACRES, MORE OR LESS.

THAT PORTION OF THE ILLINOIS CENTRAL RAILROAD COMPANY'S (FORMERLY ILLINOIS CENTRAL GULF RAILROAD COMPANY) 100 FOOT WIDE JACKSON TO NATCHEZ, MISSISSIPPI BRANCH LINE RIGHT-OF-WAY; NOW DISCONTINUED, BEING 50.0 FEET WIDE ON EACH SIDE OF SAID RAILROAD COMPANY'S MAIN TRACK CENTERLINE AS ORIGINALLY LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 EAST AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 WEST OF THE CHOCTAW MERIDIAN, HINDS COUNTY, MISSISSIPPI, BOUNDED ON THE EASTERLY SIDE BY THE CENTERLINE OF U.S. HIGHWAY 80 AND BOUNDED ON THE WESTERLY SIDE BY THE CENTERLINE OF INTERSTATE HIGHWAY 220.

LEGAL DESCRIPTION OF LICENSEE'S ACCESS AND UTILITY EASEMENT

A CERTAIN PORTION OF GROUND, SITUATED IN THE STATE OF MISSISSIPPI, COUNTY OF HINDS, CITY OF JACKSON, LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 5 NORTH - RANGE 1 WEST, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, T5N-R1W; THENCE, PROCEED ALONG THE EASTERLY LINE OF SECTION 12, N 00°25'43" E A DISTANCE OF 1,387.23 FEET TO A POINT AT THE SOUTHEAST CORNER OF A 6.000 ACRE PARCEL OF LAND; THENCE, PROCEED N 88°46'47" W, 716.85 FEET TO A POINT; THENCE, PROCEED N 00°25'43" E, 511.23 FEET TO A POINT, MARKED BY A 1/2" IRON ROD (FOUND), SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS CENTRAL RAILROAD RIGHT OF WAY

(ABANDONED); THENCE, PROCEED ALONG THE AFORESAID RIGHT-OF-WAY LINE, S 88°46'47" E, 229.34 FEET TO A POINT; THENCE, PROCEED S 00°25'43" W, 131.44 FEET TO THE POINT OF BEGINNING OF A 10.0 FOOT WIDE ACCESS AND UTILITY EASEMENT LYING, 5.0 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: FROM THE AFORESAID POINT OF BEGINNING, PROCEED N 10°58'33" E, 9.99 FEET TO A POINT; THENCE, PROCEED N 79°01'27" W, 95.64 FEET TO A POINT; THENCE, PROCEED S 39°50'31" W, 30.83 FEET TO A POINT; THENCE, PROCEED S 19°27'39" E, 141.15 FEET TO A POINT; THENCE, PROCEED S 18°20'41" E, 30.00 FEET TO A POINT; THENCE, PROCEED N 71°39'19" E, 24.01 FEET TO A POINT, LABELED POINT "A"; THENCE, PROCEED N 40°18'17" E, 86.86 FEET TO A POINT; THENCE, PROCEED S 79°52'21" E, 34.59 FEET TO A POINT; THENCE, PROCEED N 60°45'47" E, 55.21 FEET TO A POINT; THENCE, PROCEED N 00°30'32" W, 178.47 FEET TO A POINT; THENCE, PROCEED N 86°04'26" E, 163.03 FEET TO A POINT; THENCE, PROCEED N 03°15'26" E, 98.74 FEET TO A POINT TERMINATING AT THE SOUTHERLY RIGHT-OF-WAY LINE OF LYNCH STREET.

SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

35

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH CELLCO PARTNERSHIP DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED AT 301 NORTH STREET

OFFICE OF THE CITY ATTORNEY

WHEREAS, on November 2, 2024, the governing authorities for the City of Jackson authorized the mayor to execute an antenna site license agreement with Verizon Wireless to place its telecommunications equipment on a municipal tower located at 301 North Street; and

WHEREAS, the commencement date of the antenna site license agreement was January 1, 2005 and had an initial term of five (5) years and also provided for three (3) renewal terms of five (5) years; and

WHEREAS, a First Amendment to the antenna site license agreement was executed on or about January 25, 2013 to delete Exhibit B and add Exhibit B-1 and also increase the monthly license fee *by* $648.00 per month; and

WHEREAS, the execution of the First Amendment to the antenna site license agreement was authorized by the governing authorities on October 16, 2012 and is recorded in Minute Book 6C at Page 40; and

WHEREAS, a Second Amendment to the antenna site license agreement was executed on December 3, 2014 to delete Exhibit B-1 and add Exhibit B-2 and also increase the monthly fee *by* $624.00 per month; and

WHEREAS, the execution of the Second Amendment to the antenna site license agreement was authorized by the governing authorities on September 23, 2014 and is recorded in Minute Book 6F at Pages 594-595; and

WHEREAS, the last renewal term of the antenna site license agreement commenced on January 1, 2020 and will expire on December 31, 2024; and

WHEREAS, Cellco Partnership which does business as Verizon Wireless communicated to the Department of Information Technology's Telecommunications Division that it would like to amend the existing antenna site license agreement to provide for four (4) additional renewal terms of five (5) years; and

WHEREAS, Cellco Partnership's principal office is located at 180 Washington Valley Road, Bedminster, NJ 07921; and

WHEREAS, the City of Jackson has the authority to amend the existing antenna site license agreement because Section 21-17-5(1) of the Mississippi Code vests the care, management, and control of municipal property with its governing authorities; and

WHEREAS, Section 21-17-5(1) also authorizes the governing authorities of a municipality to adopt orders concerning municipal affairs 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

Agenda Item No.: 35
11.19.24
(Reid, Lumumba)

OFFICE OF THE CITY ATTORNEY

WHEREAS, the antenna site license agreement concerns municipal property and affairs; and

WHEREAS, amending the term of the agreement to add additional renewal terms is not inconsistent with the Mississippi Constitution or laws of the State of Mississippi; and

WHEREAS, the Third Amendment to the antenna site license agreement for the site located at 301 North Street contains the following language:

1. ***Term.*** *Notwithstanding anything contained in the agreement to the contrary, the agreement shall expire on December 31, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term), unless Licensee terminates the Agreement by giving Licensor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.*

2. ***Rent.*** *Commencing on January 1, 2025, the monthly rent shall be $5,312.74 to be paid on the first day of the month in advance to Licensor or such other person as Licensor may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of January 1, 2026 thereafter.*

3. ***Continued effect.*** *Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as other stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.*

4. ***Ratification and Reaffirmation.*** *Licensor and Licensee do hereby ratify, reaffirm, adopt, contract for and agree to be or continue to be, bound by all of the terms and conditions of the above referenced Agreement. Except as modified this First Amendment, all of the terms and conditions of this Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.*

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to execute the Third Amendment to the Antenna Site License Agreement with

Cellco Partnership doing business as Verizon Wireless for the tower located at 301 North Street.

IT IS HEREBY ORDERED that the mayor shall be authorized to execute the Third Amendment to the Antenna Site License Agreement for the site located at 301 North Street containing the terms stated in this order.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

08/28/2024
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Five (5) amendments to antenna site license agreement between City of Jackson, a Mississippi municipality ("LICENSOR"), and Verizon Wireless. ("LICENSEE")
2.	**Purpose**	Five (5) amendment to antenna site license agreement, located at Site#20 301 NORTH STREET. Site#14 179 MAGNOLIA ROAD, Site#/10 FS#23 2642 RAYMOND ROAD, Site#12 543 MARTIN STREET, 3551 LYNCH STREET between City of Jackson, a Mississippi municipality ("LICENSOR"), and Verizon Wireless. ("LICENSEE"), where the parties desire to commence the Agreement to modify licensee's equipment as set forth herein.
3.	**Who will be affected**	All City Departments
4.	**Benefits**	Rent increase accumulates more revenue for the City of Jackson
5.	**Schedule (beginning date)**	Upon Execution
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Administration, Telecommunications Division
8.	**COST**	Commencing upon the installation of the Equipment, rent will be increased by Five Thousand Three Hundred Twelve and 74/100 dollars ($5,312.74) for Site#20, Five Thousand Six Hundred Forty Six and 38/100 dollars ($5,646.38) for Site#14, Five Thousand Seven Hundred and 51/100 dollars ($5,700.51) for Site#10 FS#23, Four Thousand Three Hundred Ninety Three and 50/100 dollars ($4,393.50) Site#12, Three Thousand Four Hundred Elven and 91/100 dollars ($3,411.91) Site#1 per month ("Rent Increase").
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	N/A
10.	**EBO participation**	ABE _____ % WAIVER yes __ no __ N/A X AABE _____ % WAIVER yes __ no __ N/A X WBE _____ % WAIVER yes __ no __ N/A X HBE _____ % WAIVER yes __ no __ N/A X NABE _____ % WAIVER yes __ no __ N/A X

Revised 2-04

THE CITY OF
JACKSON
MISSISSIPPI

DEPARTMENT OF INFORMATION TECHNOLOGY

MEMORANDUM

Date: August 28, 2024

To: Mayor Chokwe A. Lumumba

From: Dr. Muriel Reid-Director of Information Systems

Subject: Verizon, with its principal office located at 180 Washington Valley Road, Bedminster, NJ 07921 to modify equipment and increase licensee fees at five tower sites within the City of Jackson.

The Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreement with Cellco Partnership & Alltel Corporation d/b/a Verizon Wireless ("Verizon") that will modify Verizon's equipment and increase the monthly license fees at the towers at Site#20 301 NORTH STREET, Site#14 179 MAGNOLIA ROAD, Site#/10 FS#23 2642 RAYMOND ROAD, Site#12 543 MARTIN STREET, Site#1 3551 LYNCH STREET

Granting approval to (2) Cellco Partnership & (3) Alltel Corporation d/b/a Verizon Wireless ("Verizon") to modify equipment and increase licensee fees at five tower sites within the City of Jackson to generate additional revenue.

Akeith Harris

Telecommunications Manager

Anthony Carter

Operations/Systems/Contracts Manager

353 South Congress | P.O. Box 17
Jackson, Mississippi 39205-0017

www.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 11/4/24

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT WITH CELLCO PARTNERSHIP DOING BUSINESS AS VERIZON WIRELESS CONCERNING THE SITE LOCATED AT 301 NORTH STREET** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*
Carrie Johnson, *Deputy City Attorney*

11/4/24
Date

301 North Street

THIRD AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

This Third Amendment to Antenna Site License Agreement ("Third Amendment") is made, and shall be effective, as of the last date of the signatures below ("Effective Date"), between the **City of Jackson**, a Mississippi municipality ("Licensor"), and **Cellco Partnership** d/b/a Verizon Wireless ("Licensee"). Licensor and Licensee (or their predecessors in interest) entered into that certain Antenna Site License Agreement dated February 15, 2005, as may have been previously amended and/or assigned, (the "Agreement"), pursuant to which Licensee is leasing or licensing from Licensor a portion of that certain property located at 301 North Street, Jackson, Mississippi, as more particularly described in the Agreement. Licensor and Licensee may be referenced in this Third Amendment individually as a "Party" or collectively as the "Parties."

In consideration of the mutual covenants and promises contained in this Third Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. The Agreement shall expire on December 1, 2024. Commencing on January 1, 2025, the Agreement shall be extended for 5 years ("Initial Extension Term"). The term of the Agreement shall thereafter automatically extend for 3 additional terms of 5 years each (each, an "Additional Extension Term"), unless Licensee terminates the Agreement by giving Licensor notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on January 1, 2025, the monthly rent shall be $5,312.74 to be paid on the first day of the month in advance to Licensor or such other person as Licensor may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2026, the monthly rent shall increase by 4% over the monthly rent then in effect and by 4% over the then current monthly rent on each one-year anniversary of January 1, 2026 thereafter.

3. Notice. The notice address for Licensee in the Agreement is hereby amended as follows:

If to Licensee: Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

4. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Third Amendment, the terms and provisions of this Third Amendment shall control. In addition, except as otherwise stated in this Third Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement.

All captions are for reference purposes only and shall not be used in the construction or interpretation of this Third Amendment.

5. Ratification and Reaffirmation. Licensor and Licensee do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this Third Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Third Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Third Amendment is effective and entered into as of the date last written below.

Licensor:

City of Jackson
a Mississippi municipality

By: _____

Name: _____

Title: _____

Date: _____

Licensee:

Cellco Partnership d/b/a Verizon Wireless

By: Sergei Mislevy
Sergei Mislevy (May 20, 2024 11:23 EDT)

Name: Sergei Mislevy

Title: Executive Director-Network Engineering/Real Estate

Date: May 20, 2024

Licensor Site Name: EOC
Licensee Site Name: Fairground / 254611

September 23, 2014
Minute Book 6F
Pages 594-595

Second Amendment to Antenna Site License Agreement

This Second Amendment to Antenna Site License Agreement (this "Second Amendment") is made this ___ day of _____, 201__ (the "Effective Date"), by and between the **City of Jackson**, a Mississippi municipality, hereinafter "Licensor", and **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "Licensee". Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Licensor and Licensee entered into an Antenna Site License Agreement dated February 15, 2005 (the "Lease"), as amended by that certain First Amendment to Antenna Site License Agreement dated January 25, 2013 (the "First Amendment"), (hereinafter the Lease and First Amendment are collectively referred to as the "Agreement"); pursuant to the Agreement, Licensor granted Licensee a non-exclusive license to use certain space for its telecommunications operation at the property located at the **EOC Tower** in Hinds County, MS, located at 301 North Street, Jackson, Mississippi 39209 (the "Site");

WHEREAS, the Parties desire to amend the Agreement to document Licensee's modification to equipment at the Site;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Second Amendment as follows:

1. Exhibit "B-1". Exhibit "B-1" attached to the Agreement is deleted in its entirety and replaced with Exhibit "B-2" attached hereto and incorporated herein to update Licensee's Tower Equipment information. The information in Exhibit "B-2" replaces and supersedes all information in the Agreement which is not consistent with Exhibit "B-2". In the event of any inconsistency or discrepancy between the Agreement and Exhibit "B-2" attached hereto, Exhibit "B-2" attached hereto shall control.

2. Notwithstanding any provision to the contrary in the agreement, effective on the first day of the month following full execution of this Second Amendment, the Monthly License Fee shall increase by Six Hundred Twenty-Four and No/100ths Dollars ($624.00. Rent due for any partial payment period, if applicable, shall be prorated accordingly. The Parties agree the Monthly License Fee, as escalated, is subject to the rental escalation outlined in Paragraph 4 (a) of the Agreement.

3. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto.

4. The Agreement and this Second Amendment contain all agreements, promises or understandings between Licensor and Licensee and no verbal or oral agreements, promises or understandings shall be binding upon either the Licensor or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the

Exhibit "B-2"

Licensee is authorized to install the following equipment on the Tower:

- 3 Antel BXA-80063-6CF antennas, or like kind @ 120' centerline;
- 3 Andrew LNX-6515DS-VTM antennas, or like kind @ 120' centerline;
- 3 Andrew HBXX-6517DS-VTM antennas, or like kind @ 120' centerline;
- 3 AWS Remote Radio Heads, or like kind, with Licensee's antennas;
- 3 PCS Remote Radio Heads, or like kind, with Licensee's antennas;
- 1 Raycap RC2DC-3315-PF-48 DCC Surge Suppression System, or like kind;
- 1 6x12 hybrid cable, or like kind;
- 12 (1-5/8") coax cables, or like kind.

Agreement and this Second Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and this Second Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and this Second Amendment. Any terms not set forth in this Second Amendment shall be governed by the terms set forth in the Agreement.

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

Witnesses:

By: Kristi Moore
Name: Kristi Moore

By:
Name:

Licensor:

City of Jackson, a Mississippi municipality

By:
Name: Tony T. Yarber
Title: Mayor
Date: 12.3.14

Licensee:

Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

By:
Name: Aparna Khurjekar
Title: Area Vice President Network
Date: 10/14/14

October 14, 2014 Minute Book 6C Page 40

Licensee Site Name: Fairground / 254611
Licensor Site Name: EOC

FIRST AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT

This First Amendment to Antenna Site License Agreement (this "First Amendment") is made this 12th day of March, 2013 (the "Effective Date"), by and between the **CITY OF JACKSON**, a Mississippi municipality, hereinafter "Licensor", and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "Licensee". Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Licensor and Licensee entered into an Antenna Site License Agreement ("Agreement") dated February 15, 2005; pursuant to the Agreement, Licensor granted Licensee a non-exclusive License to use certain space at the property located at the EOC Tower at 301 North Street, Jackson, MS (the "Site");

WHEREAS, Licensor and Licensee desire to amend the Agreement in order to, among other things, document Licensee's installation of additional equipment at the Site.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this First Amendment as follows:

1. Exhibit "B" attached to the Agreement is deleted in its entirety and replaced with Exhibit "B-1" attached hereto and incorporated herein to update Licensee's Tower equipment information. The information in the Exhibit "B-1" replaces and supersedes all information in the Agreement which is not consistent with Exhibit "B-1". In the event of any inconsistency or discrepancy between Exhibit "B" to the Agreement and Exhibit "B-1" attached hereto, Exhibit "B-1" attached hereto shall control.

2. Notwithstanding any provision to the contrary in the Agreement, effective on the first day of the month following full execution of this First Amendment, the Monthly License Fee shall increase by a total of Six Hundred Forty-Eight and no/100ths ($648.00) Dollars. Rent due for any partial payment period, if applicable, shall be prorated accordingly. The Parties agree the Monthly License Fee, as escalated, is subject to the rental escalation outlined in Paragraph 4 (a) of the Agreement.

3. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto.

4. The Agreement and this First Amendment contain all agreements, promises or understandings between Licensor and Licensee and no verbal or oral agreements, promises or understandings shall be binding upon either the Licensor or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and this First Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and this First Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and this First Amendment. Any terms not set forth in this First Amendment shall be governed by the terms set forth in the Agreement.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

WITNESSES:

By: _____
Name: City Clerk

By: _____
Name: Lynne Carlisle

LICENSOR:

CITY OF JACKSON, a Mississippi municipality

By: _____
Name: Harvey Johnson, Jr.
Title: Mayor
Date: 1/25/13

LICENSEE:

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President Network
Date: 11/27/2012

EXHIBIT "B-1"

Licensee is authorized to install the following equipment on the Tower:

- Three (3) Antel BXA 80063-6CF antennas, or like kind at 120' Centerline;
- Three (3) Andrew LNX 6515DS-VTM antennas, or like kind, at 120' Centerline;
- Twelve (12) coaxial cable lines measuring 1-5/8" in width

Fairgrounds
Site #44521
Site 20 EOC

ANTENNA SITE LICENSE AGREEMENT

This License Agreement (this "Agreement") is made to be effective as of this 15 day of February 2005 ~~December, 2004,~~ by and between the City of Jackson, a Mississippi municipality ("Licensor"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware Limited Partnership ("Licensee").

WITNESSETH:

1. Definitions. Licensor and Licensee agree that the respective terms as used herein shall, unless the context otherwise requires, have the following meanings:

"Tower" means Licensor's tower and associated structural hardware located at geographic coordinates Latitude 32°18'05.32" North, Longitude 90°10'44.10" West, in Hinds County, Mississippi (the "Premises"), also referred to as the Site 20 EOC Tower, and more particularly described on Exhibit A attached hereto and by this reference incorporated herein.

"Cabinet Pad" means a concrete pad adjacent to the Tower to be constructed by Licensee at its sole cost and expense designated by Licensor for Licensee's exclusive use and installation of communications equipment, which Licensor and Licensee agree shall have those dimensions shown on Exhibit A, and shall be suitable for installation of cabinets associated with Licensee's equipment. The design and location of such pad shall be subject to Licensor's prior approval, which shall not be unreasonably withheld or delayed.

"Antenna Site" means the applicable portions of the Tower designated by Licensor as site space, the Cabinet Pad and any necessary route of ingress and egress between the Cabinet Pad and Tower for cables and other related equipment as necessary to interconnect Licensee's Site Equipment.

"Manager" means the City of Jackson, Mississippi, its successors or assigns and any subsequent manager of the Antenna Site pursuant to a management agreement with Licensor.

"Site Equipment" means any communications equipment, including equipment shelters, base stations, antenna(s), poles, dishes or masts, cabling or wiring and accessories used therewith approved by Licensor for installation, operation and maintenance on the Antenna Site.

Licensor and Licensee agree that capitalized terms defined elsewhere in this Agreement shall, unless the context requires otherwise, have the meaning there given.

2. License to Use.

(a) Subject to and upon the terms, provisions and conditions hereinafter set forth and in consideration of the duties, covenants and obligations of Licensee hereunder, Licensor has granted and does hereby grant unto Licensee, a nonexclusive license (the

"License") to use the Antenna Site for the installation, operation and maintenance, at Licensee's sole expense and risk, of Licensee's Site Equipment, as more particularly described in Exhibit B attached hereto and made a part hereof for all purposes. The foregoing notwithstanding, however, Licensee's rights shall be exclusive with respect to the Cabinet Pad, and Licensor will not license space to other licensees at the same elevation on the Tower. Licensor further grants to Licensee a non-exclusive right of ingress and egress and access to the Antenna Site, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, and for the installation and maintenance of utilities, over, under or along a right-of-way extending from the nearest public right-of-way, North Street, to the Antenna Site, as more particularly described on Exhibit A-1 attached hereto and incorporated herein by reference.

(b) This License is limited to allowing Licensee to only install, maintain and operate on the Antenna Site in the location or locations described in Exhibit A, radio communications equipment, antennas and appurtenances, which Licensee owns for purposes of providing communication services which Licensee is licensed by the Federal Communications Commission ("FCC") to provide.

(c) Licensee, at its sole expense and with the prior approval of Licensor which shall not be unreasonably withheld or delayed, shall have the right to fence and enclose its ground equipment as necessary to provide for the security, safety and protection of the public and to provide for security and limitation of liability against Licensee, Licensor and others. Licensee shall provide Licensor with all keys and combinations to such fencing and enclosures as shall be necessary to give it complete access to all areas of the Antenna Site at all times.

(d) Licensor reserves the right to require Licensee to relocate all or a portion of its tower mounted Site Equipment to a different location on the Tower in the event that the Site Equipment interferes with the use of the Tower or Premises by the City or other users of the Tower who pre-date Licensee's use of the Tower, and Licensee agrees to relocate said Site Equipment at its expense, provided that said relocation does not substantially change the radio service coverage area of the Site Equipment. Furthermore, Licensee shall not install any of its Site Equipment on the Antenna Site in a manner that interrupts or prevents the normal use or operation of the equipment of other users of the Tower who pre-date Licensee's use of the Tower; and without limiting the generality of the foregoing, Licensee's Site Equipment shall be installed with adequate clearance for opening of all cabinet doors and adequate access to all equipment of users who pre-date Licensee's use.

(e) Licensee may replace the site equipment with similar and comparable equipment provided said replacement does not increase tower loading. Prior to the replacement of the site equipment, Licensee shall provide to the City's Telecommunications Division Manager fourteen (14) days written notice of its intent to replace the site equipment. The written notice shall include a description and drawing depicting the equipment to be replaced and the location of the equipment. Any replacement of site equipment which results in an increase in tower loading will require an increase in rent and amendment of agreement. The amount of rent increase will be negotiated by the parties.

(f) Licensor represents and warrants to Licensee that Licensor holds good and valid fee simple title to the Antenna Site. Licensor covenants to Licensee that if Licensee shall perform its obligations hereunder, Licensee shall have quiet enjoyment of the Antenna Site throughout the term of this Agreement.

3. Term.

(a) The term (the "Term") of this Agreement shall commence on January 1, 2005 (the "Commencement Date") and shall continue for five (5) years. Licensee shall have the option to renew the License for up to three (3) additional terms of five (5) years each (each a "Renewal Term"), and this Agreement shall automatically be renewed unless Licensee provides written notice of cancellation at least thirty (30) days prior to the scheduled expiration of the then current term.

(b) The permission granted to Licensee to use the Antenna Site granted by this Agreement may be canceled by Licensor for any noncompliance by Licensee with the terms or provisions of this Agreement if such failure, after proper notice of such noncompliance has been given to Licensee, continues for (i) fifteen (15) days and can be cured by the payment of money, or (ii) thirty (30) days and cannot be cured merely with the payment of money (or such additional time as may be reasonably required if Licensee commences the cure within such 30-day period and continuously and diligently pursues the cure to completion).

(c) This Agreement may be likewise canceled by Licensee for any noncompliance by Licensor with the terms or provisions of this Agreement if such failure, after proper notice of such noncompliance, has been given to Licensor, continues for (i) fifteen (15) days and can be cured by the payment of money, or (ii) thirty (30) days and cannot be cured merely with the payment of money (or such additional time as may be reasonably required if Licensee commences the cure within such 30-day period and continuously and diligently pursues the cure to completion). Licensor also acknowledges that Licensee's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement, all certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests which will permit Licensee to use the Premises as set forth in this Agreement. Licensor shall cooperate with Licensee in Licensee's efforts to obtain such approvals and shall take no actions which would adversely affect the status of the Premises with respect to the proposed use by Licensee. In the event that any of such applications for Governmental Approvals should be finally rejected or Licensee determines that any such Governmental Approval may not be obtained in a timely manner, or if any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority or soil boring tests are found to be unsatisfactory so that Licensee in its sole discretion will be unable to use the Premises for its intended purposes, or if Licensee determines that the Property is no longer technically compatible for its intended use, then Licensee shall have the right to terminate this Agreement. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in the manner set forth in this Agreement, and shall be effective upon the mailing of such notice by Licensee. All

rentals paid to said termination date shall be retained by Licensor. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money, to each other.

4. Payments.

(a) Licensee shall, except as noted below, pay Licensor, without demand, offset or counterclaim on the Commencement Date and on the first of each calendar month thereafter during the Term of the monthly fee set forth as $1,800 per month (the (Monthly License Fee) for up to six (6) antennae with a maximum of two (2) lines per antenna for the initial installation phase, subject to the cost of living increase as described below. If the Commencement Date occurs on a date other than the first day of a month, the Monthly License Fee shall be prorated for such partial month. Likewise, if the Term ends on a date other than the last day of a month, the Monthly Licensee Fee shall be prorated for such partial month. For the installation of any antennae lines subsequent to the initial installation phase, Licensee shall pay additional rent in the amount of $1.50 per antenna line per foot, per month subject to cost of living increases as described below. By way of example, if Licensee installed only six (6) antennae lines during the initial installation phase, the installation of the seventh and subsequent antennae lines are subject to the additional rent of $1.50 per antenna line per foot, per month. Rent for all Antenna Sites encompassed by this Agreement may be aggregated and paid by Licensee in a single, monthly payment for all Antenna Sites. Any Rent described herein shall be increased annually, effective as of each anniversary of the Commencement Date by an amount equal to three percent (3%) of the previous year's rent; provided, however, that the Rent payable by Licensee hereunder during each year of the third Renewal Term shall be increased by an amount equal to four percent (4%) of the previous year's rent.

(b) In addition to the Monthly License Fee, Licensee shall pay Manager (as agent for Licensor) if, and when due, any sales, use, real estate, personal property or other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Antenna Site hereunder. Licensee shall pay any applicable or assessed property taxes, real or personal, attributable to Licensee's Site Equipment.

5. Technical Standards. Licensee agrees that the installation, operation and maintenance of its Site Equipment shall at all times, and at Licensee's expense, comply with such technical standards as may from time to time be established by Licensor for the Antenna Site, including, without limitation, technical standards relating to frequency compatibility, radio interference protection, antenna type and location and physical installation (the "Technical Standards"), more fully set out in Exhibit C hereto, provided that such technical standards (a) are implemented on a non-discriminatory basis; (b) do not prohibit or interrupt Licensee's use as provided for under this Agreement or conflict with the terms hereof; or (c) do not increase Licensee's financial obligations under this Agreement. Licensor will provide to Licensee a copy of any new Technical Standards established by Licensor to ensure compliance with the same, and if any new Technical Standards established by Licensor shall require that Licensee modify or

revise the then existing installation, operation or maintenance of its Site Equipment, Licensee shall make such modification or revisions within a reasonable time thereafter.

6. Interference. Licensee covenants that its Site Equipment shall not cause interference with equipment owned or operated by Licensor or by third parties co-located on the Tower prior to this Agreement. If, in the reasonable judgment of Licensor, any electrical, electromagnetic, radio frequency or other interference shall result from the operation of any of Licensee's Site Equipment, Licensee agrees to immediately take all steps necessary to eliminate the interference within twenty-four (24) hours from receipt of verbal notice from Licensor, by telephone call to Licensee's Network Operations Center at 800-264-6620, and if such interference cannot be eliminated then to power down Licensee's equipment within such 24-hour period; provided, however, if an emergency situation exists which threatens life or property, which Licensor reasonably determines in its sole discretion to be attributable to Licensee's Site Equipment, Licensor shall immediately notify Licensee verbally as set forth above, and Licensee shall act immediately to remedy the emergency situation. Should Licensee fail to so remedy said emergency situation, Licensor may then require Licensee to immediately power down Licensee's equipment. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other liabilities arising out of said shutdown, excluding those expenses, costs, damages, losses, claims, or other liabilities due to negligence or misconduct of licensor, its employees, visitors, or invitees. Licensee agrees to cease operations (except for intermittent testing on a schedule approved by Licensor) until the interference has been corrected to the satisfaction of Licensor. If such interference has not been corrected within sixty (60) days, then Licensee shall either terminate this Agreement forthwith, or immediately remove from the Antenna Site the specific item of Site Equipment causing such interference, in which latter case the Monthly License Fee shall be reduced by the portion of the fee applicable to such Site Equipment for the remainder of the Term and all other terms and conditions of this Agreement shall remain in full force and effect. Licensee agrees that it shall act cooperatively and in good faith to resolve any interference issues with third parties. Licensor agrees that other licensees who locate on or install additional or different equipment on the Antenna Site after the date of this Agreement will be permitted to install only such radio equipment that is of a type and frequency which will not cause measurable interference to the existing equipment of Licensee, and Licensor will immediately correct such interference or cause the same to be corrected by other licensees. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, either party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

7. Maintenance. Licensor shall, at its expense, be responsible for the maintenance of the Tower and the Premises. Licensee shall be responsible, at Licensee's expense, for the maintenance of its tower mounted equipment including brackets, cable ties, antennas, antenna cable and associated hardware and its other Site Equipment, and shall respond to Licensor's notice to make necessary repairs within seventy-two (72) hours, which notice may be verbal. If Licensor, in its sole judgment, deems any repairs to Licensee's tower equipment necessary for the protection of life or property, and if Licensee is unable or unwilling to effect such repairs

expediently, Licensor may effect the necessary repairs, and Licensee shall pay Licensor's invoice therefor within a reasonable time. Only tower service organizations approved by Licensor shall ascend the Tower or do any installation, service or maintenance work on the Tower. Licensee, its employees, agents or invitees shall not ascend the Tower without first having given Licensor notice of Licensee's intent to ascend the Tower at least four (4) hours prior to the anticipated time of the ascension of the Tower except in urgent circumstances in which case Licensee shall give Licensor notice which is reasonable under the circumstances prior to ascending the Tower. In no event shall Licensee or its agents and contractors be allowed to ascend the Tower unless and until Licensee or its agents or contractors have complied with the insurance requirements imposed upon Licensee or its agents and contractors by this Agreement. Licensee shall keep its Site Equipment and the areas immediately surrounding same neat and clean. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other Licensee or Licensor in its operation of the Antenna Site. Licensor shall have no obligation to license, maintain, operate or safeguard the Site Equipment.

8. Electrical Facilities. In the event that Licensee chooses not to install a separate electrical meter, Licensor shall furnish Licensee electrical facilities to furnish sufficient power for Licensee's Site Equipment; provided, however, if Licensee's Site Equipment (singly) consumes more than 1.0 kilowatts per hour at rated capacity or requires a voltage other than 120 volts single phase, Licensee shall pay (i) for the cost of installing such facilities, (ii) for the cost of the installation of any separate meters required thereby, and (iii) at least the sums charged Licensor by the applicable utility for such service as reflected by such meter. Licensee may at its option install a separate electrical meter to service Licensee's Site Equipment. Temporary interruption in the power provided by such facilities shall not render Licensor liable in any respect for damages to either person or property nor relieve Licensee from fulfillment of any covenant or agreement hereof. If Licensor is furnishing power and any of Licensee's Site Equipment fails because of a loss of any electrical power, Licensor shall use reasonable diligence to restore electrical power promptly, but Licensee shall have no claim for damages on account of any interruption in electrical occasioned thereby or resulting therefrom; however, should any such interruption in electrical service continue for a period in excess of seventy-two (72) hours, then, in such event, the Monthly License Fee shall be reduced proportionately, to the extent Licensee's Site Equipment is unusable until such time as electrical power is restored to Licensee's Site Equipment. Notwithstanding the foregoing, if Licensor furnishes electrical service for Licensee's Site Equipment, Licensor shall at all times be able to shut down the electrical service to the Antenna Site and Licensed Site Equipment in connection with any maintenance operation conducted for the Site Equipment. Licensor agrees to make a reasonable effort to schedule any such shutdown during non-peak hours. Licensor also agrees to make a reasonable effort to cooperate with Licensee in obtaining temporary alternate power during the scheduled maintenance operations, but shall have no obligation hereunder to provide alternate power from emergency power sources. In connection therewith, Licensor agrees to give Licensee reasonable prior notice, except in emergency situations, which notice may be verbal.

9. Compliance with Laws. The access to, and installation, maintenance and operation of, Licensee's Site Equipment must at all times be in strict compliance with the Technical Standards, all applicable federal, state and local laws, ordinances, and regulations (including without limitation the Federal Communications Commission, Federal Aviation Agency, City and Fire Codes) and the rules and regulations of the Antenna Site.

10. Assignment and Sublicensing.

(a) Licensee may not assign this Agreement without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed by Licensor. Licensee shall not be permitted to sublicense to, or share its Site Equipment with, third parties without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion. This Agreement may also be sold, assigned or transferred by Licensee without Licensor's consent to Licensee's principals, affiliates, subsidiaries of its principals, or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Site is located, by reason of a merger, acquisition or other business reorganization.

(b) Licensor shall have the right to freely transfer and assign, in whole or in party, all its rights and obligations hereunder and no further liability or obligation shall thereafter accrue against Licensor hereunder, but this License shall remain binding on Licensor's assigns.

11. Inspection. Licensee shall permit Licensor or its agents or representatives at all hours to have access to Licensee's Site Equipment to (a) inspect Licensee's Site Equipment, (b) make technical measurements or tests related to the Site Equipment, provided that no hard electrical connections are made to Licensee's site equipment when Licensee or its representative is not present, (c) perform any obligations of Licensee hereunder which Licensee has failed to perform, or which work Licensee agrees to pay Licensor's invoice therefor promptly, (d) assure Licensee's compliance with the terms and provisions of this License and all applicable laws, ordinances, rules and regulations. Licensee reserves the right to have a representative of Licensee present at any time Licensor or its agents or representatives access Licensees Site Equipment.

12. Licensor's Review of Plans and Approval of Contractors.

(a) Prior to installing or allowing any equipment to be installed in or on the Antenna Site, Licensee shall submit detailed plans and specification of the planned installation for Licensor's approval. Licensor shall have a reasonable period of time to review and approve such plans which must in all events be in compliance with the Technical Standards. In no event will Licensor's approval of such plans be deemed a representation that they comply with applicable laws, ordinances or rules and regulations or will not cause interference with other communications operations, such responsibility being solely Licensee's.

(b) Licensor shall have the right of prior approval of any contractors performing installation, modification or maintenance work on behalf of Licensee on the Antenna Site, which approval shall not be unreasonably withheld, but which once given may be rescinded by Licensor for cause upon written notice of rescission by Licensor to Licensee. If Licensee performs its own installation, modification or maintenance work, Licensor's right of prior approval shall also extend to Licensee as a contractor, and any reasonable withholding or rescission of Licensor's approval of Licensee as a contractor due to Licensee's negligence or willful misconduct shall not relieve Licensee of its obligations hereunder. Licensee shall submit the name of any proposed contractor to Licensor prior to such contractor performing any work on behalf of Licensee on the Antenna Site and Licensor shall notify Licensee within a reasonable period of time thereafter as to whether Licensor has approved such contractor.

13. Removal of Site Equipment.

(a) Licensee may remove its Site Equipment at any time prior to the expiration or earlier termination of this Agreement provided Licensee repairs any damage to the Antenna Site caused thereby and restores the Site Space to its original condition, ordinary wear and tear excluded.

(b) If Licensee does not remove its Site Equipment (to the extent such is entitled to be removed) on or prior to the expiration or termination of this License without the written consent of Licensor, Licensee's Site Equipment shall be conclusively deemed to be abandoned and shall become Licensor's property and Licensor may remove and/or dispose of such Site Equipment as Licensor sees fit, all at Licensee's cost and expense. In connection therewith, Licensor agrees that if Licensee requests permission to maintain its Site Equipment on the Antenna Site after the termination of this License, Licensor shall not unreasonably withhold its consent thereto, provided Licensee continues to pay the Monthly License Fee then in effect, but in no event shall Licensee be entitled to maintain its Site Equipment on the Antenna Site for more than ninety (90) days after the expiration or termination of this License.

(c) If Licensee elects to abandon any transmission line which is the property of Licensee, and if Licensor consents to such abandonment, then said transmission line shall become the sole property of Licensor. Otherwise, Licensee agrees, at its expense, to remove any or all transmission lines, other than electrical or telephone lines installed by Licensee to service Licensee's Site Equipment, which are its property.

14. Fire Clause. In the event of a fire or other casualty in or on the Antenna Site, which Licensee is aware of, Licensee shall immediately give notice thereof to Licensor. If the Antenna Site through no fault or neglect of Licensee, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Antenna Site unusable, the Monthly Licensee Fee provided for herein shall abate thereafter until such time as the Antenna Site is made usable as determined by Licensor. In the event of a fire or other casualty in or on the Antenna Site without fault or neglect of Licensee, its agents, employees, invitees or visitors which cannot reasonably be expected to be repaired within forty-five (45) days following

the casualty, then Licensee may terminate this Agreement on fifteen (15) days notice to Licensor. Nothing herein shall be construed to require Licensor to rebuild the Antenna Site, but if Licensor decides not to rebuild, this License shall terminate as of the date of such total or partial destruction.

15. Condemnation and Loss or Damage. If all or any portion of the Antenna Site shall be taken or condemned for any public purpose to such an extent as to make Licensee unable to utilize its Site Equipment, this Agreement shall, at the option of either party, forthwith cease and terminate. All proceeds from any taking or condemnation of the Antenna Site (excluding Licensee's Site Equipment) shall belong to and be paid to Licensor, it being agreed that the Licensee will be entitled to payment for reimbursement of relocation expenses from the condemning entity, subject to possible applicable court order. Licensee may on its own behalf make a claim in any condemnation proceeding for losses related to Licensee's Site Equipment.

16. Damages from Certain Causes. Neither Licensor nor Licensee, or their respective agents shall be liable or responsible to the other for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority (other than Licensor), or for any damage or inconvenience which may arise by reason of the foregoing.

17. Liability Insurance. Licensee shall at its expense, maintain a policy or policies of comprehensive general liability and worker's compensation insurance, issued by and binding upon some solvent insurance company rated at least A- by AM Best, such insurance to include contractual liability and to afford minimum protection as follows:

Bodily Injury	$1,000,000 for injury including death to any person and for all injuries sustained by more than one person in any one accident.
Property Damage	$500,000 for damages as a result of any one accident.
Worker's Compensation	Statutory limits

Licensee agrees that (1) each liability policy shall name Licensor as an additional insured, (2) Licensee's insurance program shall not be canceled without thirty (30) days prior notice to Licensor, and (3) Licensor will be furnished a Certificate of Insurance of each such policy prior to the Commencement Date. Licensor acknowledges that it currently maintains the following insurance coverages with respect to the Tower and the Antenna Site: property damage coverage with limits not less than the Latest Statement of Value or other documentation filed with Licensor's insurance carrier for all buildings and structures (including the Tower) located on the Antenna Site; and aggregate insurance coverage on all of Lessor's property in the amount of $100,000,000 for damage arising out of any one occurrence, with such liability with respect to any one building or structure being limited to 110% of the individually stated value of such

building, for damage or destruction to property in any one occurrence. Licensor agrees to maintain said insurance in effect throughout the term of this License, including all renewals hereof.

18. Indemnification. Licensor, Manager or their agents, servants, employees and subcontractors shall not be liable to Licensee, or to Licensee's agents, servants, employees, customers or invitees for any damage to persons or property caused by any action or omission of Licensee, its agents, servants or employees, and Licensee agrees to indemnify and hold Licensor, Manager, their agents, servants, employees and subcontractors harmless from all liability and claims for any such damage. Likewise, Licensee, its agents, servants, employees and subcontractors shall not be liable to Licensor, or to Licensor's agents, servants, employees, customers, invitees, or subcontractors for any damage to persons or property caused by any action or omission of Licensor, its agents, servants, employees or subcontractors, and Licensor agrees, to the extent allowed by law, to indemnify and hold Licensee, and its agents, servants, employees, customers, invitees, or subcontractors harmless from all liability and claims for any such damage. This section shall not be deemed to limit the City's sovereign immunity with respect to claims by third parties, and neither Licensor nor Licensee shall be deemed to have any indemnity obligation for any claim otherwise barred (or to the extent barred) by the City's sovereign immunity. The obligations of both parties hereunder shall survive the termination of this Agreement.

19. Limitation of Licensor's Liability. Licensee acknowledges that Licensor's liability for any act or occurrence on the Tower Site is limited to the extent set forth in the Mississippi Tort Claims Act, Miss. Code Ann. Section 11-46-1, et seq.

20. Notice. Any notice, communication, request, reply or advise (herein severally and collectively, for convenience, called "notice") in this Agreement provided or permitted to be given, made or accepted by either party to the others must be in writing (except where verbal notice is specifically authorized under this Agreement for a particular circumstance) and shall effectively be given (i) if deposited in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, (ii) if deposited with a national overnight receipted delivery service who provides signed acknowledgements of receipts (included Federal Express, UPS, and other similar delivery services) and addressed to the party to be notified, or (iii) delivered in person to such party. Any notice mailed shall be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited in a depository of the United States Postal Service. Any notice sent by overnight service shall be effective, unless otherwise stated in this Agreement, when the notice is deposited with the overnight delivery service. Verbal or any other notice given in any other manner shall be effective only if and when received by the other party to be notified. For purposes of notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Licensor: Manager, Division of Telecommunications
Attention: Franchise Administrator
City of Jackson

P.O. Box 17
Jackson, MS 39205
(610) 960-1696

with a copy to: Office of the City Attorney
Attention: City Attorney
P.O. Box 17
Jackson, MS 39205
(601) 960-1799

If to Licensee: Verizon Wireless Personal Communications LP d/b/a
Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention Network Real Estate

The parties hereto and their respective heirs, successors, legal representatives and assigns shall have the right from time to time at any time to change their respective addresses and each shall have the right to specify as its address any other address, by at least fifteen (15) days prior written notice to the other party.

21. Partial Invalidity. If any terms or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction, the remainder of this Agreement or the application of such term shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extend permitted by law.

22. Attorneys' Fees. If Licensee fails to perform any of the terms, covenants, agreements or conditions contained in this Agreement and Licensor places the enforcement of this Agreement, or any part thereof, or the collection of any sums due, or to become due hereunder in the hands of any attorney, or files suit upon same, Licensee agrees to pay all reasonable costs associated with same including Licensor's reasonable attorneys' fees. In no event shall Licensee be liable for attorney fees incurred by Licensor because of Licensor's neglect or intentional misconduct in connection with the performance of this Agreement.

23. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

24. Alteration. This Agreement may not be altered, changed, or amended, except by an instrument in writing signed by both parties hereto.

25. Miscellaneous. The License shall be binding upon and inure to the benefit of the successors and assigns of Licensor, and shall be binding upon and inure to the benefit of Licensee, its successors, and, to the extent assignment is permitted hereunder, Licensee's assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

26. Cumulative Remedies. All rights and remedies of Licensor and Licensee under this License shall be cumulative and none shall exclude any other rights or remedies allowed by law.

27. Law; Venue. This License is declared to be a Mississippi contract, and all of the terms thereof shall be construed according to the laws of the State of Mississippi. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may be brought and prosecuted in such court or courts located in the State of Mississippi as is provided by law; and the parties consent to the jurisdiction of said court or courts located in the State of Mississippi and to service of process by registered mail, return receipt requested, or by any other manner provided by law.

28. Memorandum of Agreement. Licensee shall be entitled to record a Memorandum of this License Agreement in the county land records, and Licensor shall cooperate with Licensee in the preparation, execution and recording of such Memorandum. In the event of a termination of this Agreement for any reason, Licensee agrees to cancel any Memorandum of record.

IN TESTIMONY WHEREOF, the parties hereto have executed this License as of the date aforesaid.

LICENSOR:

CITY OF JACKSON

By: _____
Name: Harvey Johnson Jr. cgm 2/11/05
Title: Mayor

ATTEST:

Cedric Morgan
Name: Cedric Morgan
Title: City Clerk
(SEAL)

LICENSEE:

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President, Network, South Area

167926.1

Fairgrounds
Site #44521
Site 20 EOC

EXHIBIT "A"
ANTENNA SITE LOCATION

LEGAL DESCRIPTION OF LICENSOR'S PREMISES

Part of North Street as shown on the Official Map of Jackson prepared by Henry C. Daniel dated 1875 and as shown on the survey.

LEGAL DESCRIPTION OF LICENSEE'S LICENSED PARCEL

Licensee's Cabinet Pad Parcel:

Commence at the Southeast corner of Lot 1, College Square 1, North Jackson; run thence South, a distance of 306.04 feet; thence West, a distance of 115.0 feet to the Point of Beginning of the parcel herein described; thence North 60°-48'-49" West, 7.65 feet; thence South 29°-11'-11" West, 65.0 feet; thence South 60°-48'-49" East, 7.65 feet; thence North 29°-11'-11" East, 65.0 feet to the Point of Beginning.

EXHIBIT "A-1"
LICENSEE'S ACCESS EASEMENT

LEGAL DESCRIPTION OF LICENSEE'S ACCESS AND UTILITY EASEMENT

Part of North Street as shown on the Official Map of Jackson prepared by Henry C. Daniel dated 1875 and as shown on the survey.

EXHIBIT "B"
LICENSEE'S SITE EQUIPMENT

Antenna Information

Antenna Type:	PCSX065-18-2H, or similar
Weight:	12.5 kg
Dimensions:	1753 mm x 152 mm x 89 mm
Rad Center:	100'
Number of Antenna:	3 (1 per Sector)
ERP (watts):	300
Antenna Gain:	19 dBd
Orientation/Azimuth:	Sector 1: 90 Sector 2: 180 Sector 3: 320
Tower Mount Dimensions:	Typical
Tower Mount Weight:	Typical
Number of Coax Cables:	12 (4 per Sector)
Diameter of Coax Cables:	1"

Ground Space Information

Pad Dimensions:	15' x 30' and 4' x 10'
Cabinet Type:	Lucent Cellular Modcell 4.0 or similar
Voltage:	240
Amps:	200

EXHIBIT "C"
TECHNICAL STANDARDS

1. **Purpose:** In order to minimize interference to every Licensee's operations and equipment, and to maintain good engineering practice, the following installation and maintenance standards are being established and may be amended by Licensor when deemed necessary.

2. **Pre-Installation Standards:** Prior to any installation, Licensee must provide Licensor with complete plans for approval, including list of proposed equipment and subcontractors, and no work may be performed until approval has been given and all criteria has been met. All equipment must be placed in approved locations only, and any changes must be approved by Licensor before the installation begins. The Licensor or its representative shall be on-site during major work on the tower. Licensee must notify Licensor at least five (5) days in advance of any installation work. Following initial installation, routine maintenance work to Licensee's equipment may be performed without prior notice.

3. **Installation:**

   (a) The following minimum protective devices must be properly installed:
   - (i) Lightning arrestor in feedline at wall feedthru plate for all non-broadcast antennas.
   - (ii) Surge protectors in any AC & phone line circuit.
   - (iii) Transmitter RF shielding kit if applicable.
   - (iv) Isolator and harmonic filter.

   (b) All transmitters, duplexers, isolators, multicouplers, etc. must be housed in a metal cabinet or rack-mounted.

   (c) All transmission lines entering the building must be ½" Heliax/Wellflex or better via a wall feedthru plate, terminating in a properly installed lightning arrestor with an ED tag on both ends of the line.

   (d) Solid outer shield cable such as Superflex or Heliax/Wellflex must be used for all intercabling outside the cabinet. The use of braided RF cable (eg; RG8) will NOT be permitted outside the cabinet to minimize RF leakage which could cause interference.

   (e) All antenna, power and phone cables shall be routed to the base station in a neat manner using routes provided for that purpose. All phone lines shall use shielded cable properly grounded.

   (f) All stations are to obtain power from the power panel and/or AC receptacle provided for their specific use.

   (g) All RF equipment cabinets must be grounded to the site ground system using copper strap or ribbon cable with cadweld or silver solder connections.

(h) All antenna lines shall be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer's specifications, and all antenna brackets must be pre-approved.

(i) All equipment cabinets shall be identified with a types label under plastic on which the Licensee's name, address and 24-hour phone number must be listed, in addition to a copy of Licensee's FCC license.

(j) Monitor speakers shall be disabled except when maintenance is being performed.

(k) All antenna lines will be tagged within twelve (12) inches of the antenna, at the entrance to the building, at the repeater or base stations cabinet, and/or at the multi-coupler / combiner ports.

(l) No drilling, welding or alteration of the tower is permitted for any reason.

(m) All ferrous metals located outside of the building or on the tower shall be either stainless steel or hot-dipped galvanized, not plated.

(n) Painted towers will require the painting of feedline by the Licensee prior to or before completion of the install.

4. **General:** Licensee must comply with any applicable instructions regarding any site security system.

(a) Gates shall remain closed at all times unless entering or exiting the premises. When leaving the building, ensure that all doors are locked and the security system is armed.

(b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Licensor.

(c) This license does not guarantee parking space. If space is available, park only in designated areas. Do no park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the site.

(d) Do not adjust or tamper with the thermostats or HVAC systems.

(e) Access to the building roof is restricted to authorized maintenance personnel.

Prepared by:
McGlinchey Stafford, PLLC
Attn: William S. Mendenhall
City Centre South, Suite 1100
200 South Lamar Street (39201)
Post Office Box 22949
Jackson, MS 39225-2949
(601) 960-8400

To the Chancery Clerk of Hinds County, Mississippi: The real property described herein is situated in North Street, City of Jackson, First Judicial District of Hinds County, Mississippi

MEMORANDUM OF LICENSE AGREEMENT

This Memorandum made this 15 day of ~~December~~ February, ~~2004~~ 2005, between the City of Jackson, a Mississippi municipality (hereinafter designated LICENSOR) and Verizon Wireless Personal Communications LP d/b/a/ Verizon Wireless, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter designated LICENSEE).

1. LICENSOR and LICENSEE entered into an Antenna Site License Agreement (hereinafter designated License Agreement) on ~~December~~ February 15, ~~2004~~ 2005, for a term of five years with three automatic five year renewal terms in accordance with the terms of the License Agreement.

2. In consideration of the rental set forth in the License Agreement, LICENSOR hereby grants to LICENSEE a nonexclusive license to the Antenna Site located on that certain Property located at 301 North Street, Jackson, Mississippi 39201, geographic coordinates Latitude N 32° 18' 05.32", Longitude W 90° 10' 44.10", and more fully described on the attached Exhibit "A", together with the non exclusive right for ingress and egress.

3. The License Agreement commences on January 1, 2005, and a copy of the License Agreement is on file in the office of the LICENSOR and LICENSEE.

4. The terms, covenants and provisions of the License Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LICENSOR and LICENSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LICENSOR and LICENSEE have caused this Memorandum to be duly executed on ~~December~~ February 15, ~~2004~~ 2005.

LICENSOR:
City of Jackson

By: _____
Name: Harvey Johnson Jr.
Title: Mayor

LICENSEE:
Verizon Wireless Personal Communications LP d/b/a
Verizon Wireless

By: _____
Name: Hans F. Leutenegger
Title: Area Vice President, Network, South Area

ATTEST:

By: Cedric Morgan
Name: Cedric Morgan
Title: City Clerk

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15 day of ~~December, 2004~~ February, 2005, within my jurisdiction, the within named Harvey Johnson, Jr. and Cedric Morgan, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that in said representative capacity they executed the above and foregoing instrument as the act and deed of said municipality, after first having been duly authorized so to do.

Notary Public

My commission expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC MY COMMISSION EXPIRES MAY 1, 2007 BONDED THRU STEGALL NOTARY SERVICE

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBERG

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30 day of December, 2004, within my jurisdiction, the within named Hans F. Leutenegger, who acknowledged that he is the Area Vice President, Network, South Area of Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, and that for and on behalf of said limited partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership so to do.

Catharine Lawson

Notary Public

My commission expires: _____

NOTARY PUBLIC
STATE OF NORTH CAROLINA
CABARRUS COUNTY
CATHARINE LAWSON
MY COMMISSION EXPIRES
JANUARY 4, 2005

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION OF LICENSEE'S LICENSED PARCELS

Licensee's Cabinet Pad Parcel:

Commence at the Southeast corner of Lot 1, College Square 1, North Jackson; run thence South, a distance of 306.04 feet; thence West, a distance of 115.0 feet to the Point of Beginning of the parcel herein described; thence North 60°-48'-49" West, 7.65 feet; thence South 29°-11'-11" West, 65.0 feet; thence South 60°-48'-49" East, 7.65 feet; thence North 29°-11'-11" East, 65.0 feet to the Point of Beginning.

Together with space on the Licensor's Tower for Licensee's equipment, as specified in the License Agreement;

Together with a non-exclusive easement for ingress, egress and utilities on, over, under, and across the following described property:

LEGAL DESCRIPTION OF LICENSOR'S PREMISES

Part of North Street as shown on the Official Map of Jackson prepared by Henry C. Daniel dated 1875 and as shown on this survey.

LEGAL DESCRIPTION OF LICENSEE'S ACCESS AND UTILITY EASEMENT

Part of North Street as shown on the Official Map of Jackson prepared by Henry C. Daniel dated 1875 and as shown on this survey.

City of Jackson
Office of the
Clerk of Council
P.O. Box 17
Jackson, Mississippi 39205-0017
(601) 960-1031

REQUEST FOR STATEMENT OF VOTES

(Please Print)

TODAY'S DATE: 8/29/24 **PHONE:** 6017207794

PERSON REQUESTING: Lindsey, A. Harris, A. Carter **DEPT:** Telecommunications

EMAIL ADDRESS: lindsey1@city.jackson.MS.US

REQUEST TO BE FILLED

☒ **STATEMENT OF VOTES**

Nov 2 2004
(DATE OF MEETING) 11/2/2004 **AGENDA ITEM NO.** 10

☐ **INSTRUCTIONS/COMMENTS:** _____

ORDER TITLE: (Any request shall be clear and concise by providing specific details exactly the way it is listed in Novus Agenda.)

A RESPONSE TO YOUR REQUEST WILL BE PROVIDED TIMELY AFTER RECEIPT OF YOUR WRITTEN REQUEST

PLEASE EMAIL REQUEST TO: clerkofcouncil@jacksonms.gov

Picked Up By: _____ **Dept:** _____ **Date:** _____

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 001 TO 331 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 001 to 331 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of $116,995.13 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

IT IS FINALLY ORDERED that the following expenditures from the accounts payable fund be made in order to pay amounts transferred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		39,377.39
PARKS & RECR.		19,953.57
LANDFILL FUND		2,260.71
SENIOR AIDES		4,090.40
WATER/SEWER OPER. & MAINT		29,980.71
PAYROLL FUND	$116,995.13	
EARLY CHILDHOOD		3,782.34
JJD PREV CONGRESS BRNT-GED		919.29
TITLE V CMPDD SR AIDES		618.00
TITLE III AGING PROGRAMS		3,248.06
	$116,995.13	$104,230.47
		$221,225.60

Council Member Stokes moved adoption; **Council Member Dagner-Cook** seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-Cook, McLemore, and Stokes.
Nays – None.
Absent – Crisler.

****

ORDER AUTHORIZING MAYOR TO EXECUTE ANTENNA SITE LICENSE AGREEMENTS WITH VERIZON WIRELESS.

WHEREAS, Verizon Wireless desires to place telecommunications equipment on various City-owned tower sites; and

WHEREAS, Verizon Wireless has agreed to pay the City $1800.00 per month as a base fee for license to use each tower site for an initial period of five (5) years with the option to renew the license for up to three (3) additional terms of five (5) years each;

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an Antennae Site License Agreement with Verizon Wireless, providing for placement of antenna equipment on towers at the following sites:

(1) 3551 J.R Lynch Street; (2) 333 East Fortification Street, Fire Station #3; (3) 104 Northside. Drive, Fire Station #7; (4) 1492 Canton Mart Road, Fire Station #17; (5) 5383 Watkins Drive, Fire Station #21; (6) 2642 Raymond Road, Fire Station #23; (7) 1242 Wiggins Road, Fire Station # 24; (8) 1921 West Northside Drive, Lake Hico; (9) 179 Magnolia Road; (10) 3792 I-55 South, Exit 90A; (11) 301 North Street, EOC Center; and (12) 543 Martin Street.

Council Member Stokes moved adoption; **Council Member Dagner-Cook** seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-Cook, McLemore, and Stokes.
Nays – None.
Absent – Crisler.

****

ORDER AUTHORIZING FISCAL YEAR 2005 PAYMENT OF $87,729.00 TO CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, INC. (CMPDD).

IT IS HEREBY ORDERED that payment of $87,729.00 be made from the General Fund to Central Mississippi Planning and Development District, Inc. (CMPDD) for fiscal year 2005 local assessment in support of the District Work Program.

Council Member Barrett-Simon moved adoption; **Council Member Dagner-Cook** seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-Cook, and McLemore.
Nays – Stokes.
Absent – Crisler.

****

ORDER AUTHORIZING PAYMENT OF $[illegible] TO THE MISSISSIPPI MUNICIPAL LEAGU DUES FOR 2004-2005.

All sites in order are listed ↗

IT IS HEREBY ORDERED that payment of Fund to the Mississippi Municipal League for 2004-2(

Council Member Barrett-Simon moved adop seconded.

Yeas – Allen, Barrett-Simon, Brown, Dagner-C
Nays – Stokes.
Absent – Crisler.

****

ORDER AUTHORIZING THE ACC A GRANT WITH THE MI COMMISSION IN THE AMOUNT C

WHEREAS, the Mississippi Transportation grants through the Multi-Modal Transportation Improvement Fund; and

WHEREAS, these funds can be used to support capital and operating expenses for JATRAN transit system; and

WHEREAS, the Mississippi Transportation Commission approved an award of $240,000 for the City of Jackson's transit system;

ORDER AUTHORIZING MAYOR TO EXECUTE ANTENNA SITE LICENSE AGREEMENTS WITH VERIZON WIRELESS

WHEREAS, Verizon Wireless desires to place telecommunications equipment on various City-owned tower sites; and

WHEREAS, Verizon Wireless has agreed to pay the City $1800.00 per month as a base fee for license to use each tower site for an initial period of five (5) years with the option to renew the license for up to three (3) additional terms of five (5) years each;

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an Antennae Site License Agreement with Verizon Wireless, providing for placement of antenna equipment on towers at the following sites:

(1) 3551 J.R Lynch Street; (2) 333 East Fortification Street, Fire Station #3; (3) 104 Northside. Drive, Fire Station #7; (4) 1492 Canton Mart Road, Fire Station #17; (5) 5383 Watkins Drive, Fire Station #21; (6) 2642 Raymond Road, Fire Station #23; (7) 1242 Wiggins Road, Fire Station # 24; (8) 1921 West Northside Drive, Lake Hico; (9) 179 Magnolia Road; (10) 3792 I-55 South, Exit 90A; (11) 301 North Street, EOC Center; and (12) 543 Martin Street.

APPROVED FOR AGENDA

	Initials	Date
Division Manager		10/20/04
Department Director		10.20.04
Finance	RH	10.20.04
EBO	N/A	N/A
Legal		10/20/04
CAO	MH	10/25/04 10/26/04
Mayor's Office		10/26/04

Item# 10
Agenda date: 11-2-2004

By: Ferrell, Melvin, Johnson, Jr.

36

ORDER REQUESTING APPROVAL OF DIRECTOR ABRAM MUHAMMAD'S REGISTRATION APPLICATION FOR THE CERTIFIED PLAYGROUND SAFETY INSPECTOR (CPSI) IN-PERSON COURSE AND EXAM AND APPROVING PAYMENT FOR SAME. MUHAMMAD, LUMUMBA)

WHEREAS, the Certified Playground Safety Inspector Program (CPSI) is designed to train and certify individuals to inspect playground equipment for Parks and Recreation Departments and other institutions dealing with playground equipment and inspections; and

WHEREAS, a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties and the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

WHEREAS, the National Recreation and Park Association (NRPA) hosts an annual conference that consists of various educational and informational courses focusing on playground safety. After the conclusion of the courses, attendees can take the CPSI exam. If an attendee successfully passes the exam, he/she is then certified by the National Recreation and Park Association as a Certified Playground Safety Inspector. The total cost for this course and the examination for Director Abram Muhammad is Five Hundred and Fifty Dollars ($550.00); and

WHEREAS, it is in the best interests of the City that Director Abram Muhammad attend this conference and sit for the CPSI examination.

IT IS THEREFORE ORDERED that the governing authorities for the City of Jackson find that CPSI professional association dues and fees are reasonable and necessary to the performance of certain managers and staff members of the City's Parks and Recreation Department. The governing authorities further find that membership in the CPSI accrues to the benefit of the City, and any individual benefits to the City's CPSI members are merely incidental.

IT IS FURTHER ORDERED that the CPSI registration form for Director Abram Muhammad is approved and that payment in the total amount of Five Hundred and Fifty Dollars ($550.00) be made for same from account number 005.501.10-6443 in accordance with this Order.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreements and/or documents that might be needed to effectuate this Order.

Agenda Item No.: 32
11.19.24
(Muhammad, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 20, 2024

	POINTS	COMMENTS
1.	**Brief Description**	Order requesting approval of payment to Certified Playground Safety Inspector In-Person Course and Exam (CPSI) for providing registration for the Parks and Recreation Department Director, Abram Muhammad.
2.	**Public Policy Initiative** **Youth & Education** **Crime Prevention** **Changes in City Government** **Neighborhood Enhancement** **Economic Development** **Infrastructure and Transportation** **Quality of Life**	Infrastructure and Transportation
3.	**Who will be affected**	Department of Parks and Recreation
4.	**Benefits**	City of Jackson Parks and Recreation Department employees
5.	**Schedule (beginning date)**	Upon Council Approval
6.	**Location:** **WARD** **CITYWIDE (yes or no) (area)** **Project limits if applicable**	Citywide
7.	**Action implemented by:** **City Department** ☐ **Consultant** ☐	Department of Parks & Recreation
8.	**COST**	Five Hundred Fifty Dollars ($550.00)
9.	**Source of Funding** **General Fund** ☐ **Grant** ☐ **Bond** ☐ **Other** ☐	Account No. 005.501.10-6443
10.	**EBO participation**	ABE _____% WAIVER yes ___ no √ N/A √ AABE _____% WAIVER yes ___ no √ N/A √ WBE _____% WAIVER yes ___ no √ N/A √ HBE _____% WAIVER yes ___ no √ N/A √ NABE _____% WAIVER yes ___ no √ N/A √

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
601-960-0471 (Office)
Website: www.jacksonms.gov

"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba

FROM: Abram Muhammad, Director
Department of Parks and Recreation

Date: September 20, 2024

RE: Payment for Certified Playground Safety Inspector (CPSI)

IT IS REQUESTED that the above-described professional services with Certified Playground Safety Inspector In-Person Course and Exam (CPSI) for providing membership services for Director Abram Muhammad in the amount of Five Thousand Hundred and Fifty Dollars ($550.00) be approved and made to CPSI from account no. 005.501.10-6443.

The Department of Parks and Recreation recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER REQUESTING APPROVAL OF DIRECTOR ABRAM MUHAMMAD'S REGISTRATION APPLICATION FOR THE CERTIFIED PLAYGROUND SAFETY INSPECTOR (CPSI) IN-PERSON COURSE AND EXAM AND APPROVING PAYMENT FOR SAME** is legally sufficient for placement in NOVUS Agenda.

10/1/24

Drew Martin, *City Attorney* — **Date**
Sondra Moncure, *Special Assistant* 9/20/24
Justin Powell, *Deputy City Attorney* 9/30/24

Certified Playground Safety Inspector In-Person Course and Exam (CPSI)

October 22 – October 24, 2024
Ponchatoula Area Recreation
19090 Ponchatoula Park Dr., Ponchatoula, LA

NRPA NATIONAL RECREATION AND PARK ASSOCIATION

CPSI Certified Playground Safety Inspector

CPSI Registration Form

Registration Deadline: September 24, 2024 • Class size is a minimum of 25 participants with a maximum of 80.

Please complete this form and return it with payment to:
Louisiana Recreation and Park Association • Attn: CPSI Training
P.O. Box 4327 • Baton Rouge, LA 70821

Name: Abram Muhammad

Title: Director

Organization: City of Jackson, MS.- Parks & Recreation

Address (materials will be mailed to this address): P.O. Box 17

City, State, Zip: Jackson, MS. 39205-0017

Email: amuhammad@jacksonms.gov Tel: 601-960-0471

Candidates sitting for the certification exam must be 18 or older and have a high school diploma or equivalent.
Registrant is 18 years of age or older? ☑ Yes ☐ No Registrant has high school diploma or equivalent? ☑ Yes ☐ No

Study Materials
Study materials will be sent upon receipt of registration and payment. Please call 225.332.7632 if you haven't received your study materials at least two weeks prior to the program's start. Participants must register by Tuesday, September 24, 2024, in order to ensure you receive your preparation materials in advance of the course.

Individuals may take the Exam either on the third day of the classroom course (October 24 or through Computer Based Testing (CBT). If you would like to take the Computer Based Testing, please visit NRPA's website (https://www.nrpa.org/certification/CPSI/cpsi-exam/) for additional information. Please be advised if you register to take the exam with the course on Thursday, October 24, you will not receive a refund to take exam via CBT at a later date. **Please decide now if you would like to take the exam on Thursday or via CBT

Registration Options:

	LRPA/ NRPA Member	All Other Registrations
☐ Both CPSI Course and Exam	$550	$665
☐ CPSI Course ONLY	$450	$550
☐ Certification Exam	$100	$115

Total Registration Fee $ 550

Payment Method:
- ☐ Check Enclosed or Requested. Make checks payable to LRPA.
- ☐ Visa or Mastercard at www.lrpa.net

Cancellation / Substitution Policy:

Cancellations must be submitted in writing and received by September 24 in order to receive a refund of the registration fee less $150 for manuals, plus a $50 service charge.
No refunds will be granted if a request is received by September 24. No transfers to future courses are allowed. Alternate attendees may be sent if LRPA is notified via email or phone call.

Certified Playground Safety Inspector In-Person Course and Exam (CPSI)

October 22 – October 24, 2024
Ponchatoula Area Recreation
19090 Ponchatoula Park Dr., Ponchatoula, LA

NRPA NATIONAL RECREATION AND PARK ASSOCIATION

CPSI Certified Playground Safety Inspector

About the Certified Playground Safety Inspector (CPSI Program)

According to the Consumer Product Safety Commission, 200,000 children are treated annually for playground equipment-related injuries. Of these, 74-percent, or 148,000 involve public playground equipment. Many of these accidents could have been prevented. National Recreation and Park Association's (NRPA) major initiative in raising playground safety awareness is the administration of the Certified Playground Safety Inspector (CPSI) training and certification program. The CPSI course is designed to properly train individuals to recognize and prevent potential playground hazards.

The CPSI course is the most comprehensive training program on playground hazard identification and risk management methods that is offered today. Advanced reading and 15 hours of training will prepare you to take the CPSI exam scheduled at the culmination of the certification course.

Who Should Attend

- Parks and Recreation Agencies
  - Administrators
  - Supervisory Personnel
  - Public Works Departments
  - Maintenance Staff
  - Engineers and Architects
  - Landscape Architects
- Playground Equipment Representatives
- Playground Operators In:
  - Schools
  - Summer and Day Camps
  - Hotels and Resorts
  - Day Care Centers
  - Fast Food Restaurants
  - YMCA and YWCA
  - Boys' and Girls' Clubs

What You Will Learn

- **Identifying Hazards**
  - The difference between a risk and a hazard
  - Hazards of children's play and supervision
  - Hazards in playground equipment
- **Specific Safety Concerns**
  - Head entrapments, entanglements, and protrusions
  - Pinch, crush, and shear points
  - Age-appropriate equipment
- **Standards and Guidelines**
  - The United States Consumer Product Safety Commission Handbook for Playground Safety
  - The ASTM Standard Consumer Product Safety Performance Specification for Playground Equipment for Public Use
- **Risk Management**
  - How to develop risk management and audit tools
  - How to prioritize a master plan for upgrading
  - Legal ramifications of your risk management program
- **Accessibility**
  - ASTM specifications to provide accessibility to playgrounds and play equipment to meet the intent of the Americans with Disabilities Act
  - The implications of providing accessibility without causing safety problems
  - Playground equipment design for both safety and accessibility
- **Surfacing**
  - The impact of CPSC and ASTM requirements for surfacing under playground equipment
  - The characteristics of various surfaces to meet recommended impact criteria
  - Surfaces that meet accessibility requirements and also provide safety
- **Design Safety**
  - Why safety problems are caused by design
  - How to evaluate a proposed playground
  - The impact of layout and the environment on safety
  - Safety in custom design

Certified Playground Safety Inspector In-Person Course and Exam (CPSI)

October 22 – October 24, 2024
Ponchatoula Area Recreation
19090 Ponchatoula Park Dr., Ponchatoula, LA

NRPA NATIONAL RECREATION AND PARK ASSOCIATION

CPSI Certified Playground Safety Inspector

Professional Certification
Course participants are eligible to take the optional Certified Playground Safety Inspector exam given immediately after the course. Passing the test means certification by the National Recreation and Park Association as a Certified Playground Safety Inspector (CPSI). Certificates will be awarded, and your name will be added to the national register of CPSIs. An exam will be required for renewal after three years. **CEU Credit: Participants may obtain 1.5 credits for participating in the course.**

Pre-Registration
Pre-register by completing and returning the following form, and fees, to LRPA by **Tuesday, September 24.** A confirmation email will be sent, and study materials will be mailed upon receipt of registration and payment.

Class Schedule and Size
The course runs from 8 a.m. to 5 p.m. on the first two days. The optional certification exam runs from 8 to 11:30 a.m. on the third day. The minimum registration is 25 participants to hold a class; maximum is 80 participants. Please register early.

Site Information
Ponchatoula Area Recreation District #1
19090 Ponchatoula Park Dr., Ponchatoula, LA 70454
Tel: 985-370-7273

Meals / Lodging / Travel
Lunch will be provided on the first two days and is included in the registration fee. All other meals are on your own. Attendees are responsible for making their own hotel reservations. Our host hotel is the NEW Home2 Suites by Hilton at 1608 SW Railroad Ave., Hammond, LA 70403, located 4.2 miles and a just a 10-minute drive from the training facility. A room block has been secured at this property with a special rate of $149 a night. For online room reservations, you can CLICK HERE, or you can call **1-985-332-2300** and use the code **La. Recreation & Park Association** to receive the special pricing. **Cutoff deadline to reserve a room is October 6th**.

Accommodations Request
A candidate who has a disability may request special accommodation; the request must be submitted in writing at the time of course or exam registration. In order to properly accommodate all persons with disabilities it is recommended that all requests be made 45 days prior to the scheduled date for the course and exam. English as a second language (ESL) candidates may request a time extension and/or the use of a strict translation dictionary. Request forms/fees must be submitted to NRPA no less than 30 days prior to the exam. The request form is available online at www.nrpa.org/cpsi. The course host will work cooperatively with NRPA to ensure all approved reasonable accommodations are met.

Thank you to our Sponsor:

37

OFFICE OF THE CITY ATTORNEY
11-12-24

ORDER REQUESTING RATIFICATION AND PAYMENT OF REGISTRATION FEES TO THE NATIONAL RECREATION AND PARKS ASSOCIATION FOR ITS 2023 ANNUAL CONFERENCE. (MUHAMMAD, LUMUMBA)

WHEREAS, the National Recreation and Park Association (NRPA) is the leading not-for-profit organization dedicated to building strong, vibrant, and resilient communities through the power of parks and recreation. NRPA advances this vision by investing in and championing the work of park and recreation professionals as a catalyst for positive change in service of equity, climate readiness, and overall health and well-being. The NRPA provides educational and training opportunities for parks and recreation professionals. NRPAs vast membership network of park and recreation professionals represents public spaces in urban and rural settings. The NRPA supports the field of parks and recreation through professional development, advocacy, grants, research, publications, and more. NRPA's mission is to advance parks, recreation, and environmental conservation efforts that enhance the quality of life for all people; and

WHEREAS, a municipality may pay professional association dues for individuals if the public entity determines that the professional association dues or licensing fees are reasonable and necessary to the performance of the employee's duties and the membership must accrue to the benefit of the municipality, and any benefit to the individual must be merely incidental; and

WHEREAS, the NRPA hosts an annual conference comprising various educational and informational courses, an exhibition hall, and numerous networking opportunities. NRPA's 2023 conference took place October 9-13 in Dallas, Texas. Two Department of Parks and Recreation employees attended the conference - Director Abram Muhammad and Angela White. Parks and Recreation received an invoice from the NRPA totaling One Thousand Eight Hundred and Twenty Dollars ($1,820.00). Parks and Recreation, while looking into older, unpaid invoices, discovered this NRPA invoice and seeks approval to pay said invoice. The invoice is as follows:

EMPLOYEE	FEES		AMOUNT
Dr. Abram Muhammad	Registration:	$815.00	$910.00
	(Add-Ons (courses, exams, etc.):	$95.00	
Angela White	Registration:	$815.00	$910.00
	Add-Ons (courses, exams, etc.):	$95.00	
Total:			**$1,820.00**

WHEREAS, it is in the best interests of the City that NRPA's invoices discussed in this Order be ratified and paid.

IT IS THEREFORE ORDERED that the governing authorities for the City of Jackson find that NRPA professional association dues and fees are reasonable and necessary for the performance of certain managers and staff members of the City's Parks and Recreation Department. The governing

Agenda Item No.: 37
11.19.24
(Muhammad, Lumumba)

authorities further find that membership in the NRPA accrues to the benefit of the City, and any individual benefits to the City's NRPA members are merely incidental.

IT IS FURTHER ORDERED that the two (2) NRPA registration forms for Director Abram Muhammad and Angela White are ratified and that payment in the total amount of One Thousand Eight Hundred and Twenty Dollars ($1,820.00) be made to the NRPA from account number 005.501.10-6443.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreements and/or documents that might be needed to effectuate this Order.

(MUHAMMAD, LUMUMBA)

Item: _____ **Date:** _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 17, 2024

	POINTS	COMMENTS
1.	**Brief Description**	Order requesting ratification of payment to NRPA for providing registration and membership services for the Parks and Recreation Department.
2.	**Public Policy Initiative** **Youth & Education** **Crime Prevention** **Changes in City Government** **Neighborhood Enhancement** **Economic Development** **Infrastructure and Transportation** **Quality of Life**	Infrastructure and Transportation
3.	**Who will be affected**	Department of Parks and Recreation
4.	**Benefits**	City of Jackson Parks and Recreation Department employees
5.	**Schedule (beginning date)**	Upon Council Approval
6.	**Location:** **WARD** **CITYWIDE (yes or no) (area)** **Project limits if applicable**	Citywide
7.	**Action implemented by:** **City Department** ☐ **Consultant** ☐	Department of Parks & Recreation
8.	**COST**	One Thousand Eight Hundred Twenty Dollars ($1,820.00)
9.	**Source of Funding** **General Fund** ☐ **Grant** ☐ **Bond** ☐ **Other** ☐	Account No. 005.501.10-6443
10.	**EBO participation**	ABE _____% WAIVER yes ___ no √ N/A √ AABE _____% WAIVER yes ___ no √ N/A √ WBE _____% WAIVER yes ___ no √ N/A √ HBE _____% WAIVER yes ___ no √ N/A √ NABE _____% WAIVER yes ___ no √ N/A √

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
601-960-0471 (Office)
Website: www.jacksonms.gov

"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba

FROM: Abram Muhammad, Director
Department of Parks and Recreation

Date: October 17, 2024

RE: Payment for NRPA

IT IS REQUESTED that the above-described professional services with National Recreation and Parks Association (NRPA) for providing membership services for the Parks and Recreation Department in the amount of One Thousand Eight Hundred and Twenty Dollars ($1,820.00) be approved and made to NRPA from account no. 005.501.10-6443.

The Department of Parks and Recreation Programming Division recommends that this Order be submitted for the Council's consideration.

Thank you.

AM/js

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
11/12/24

OFFICE OF THE CITY ATTORNEY

This **ORDER REQUESTING RATIFICATION OF PAYMENT OF REGISTRATION FEES TO THE NATIONAL RECREATION AND PARKS ASSOCIATION FOR ITS 2023 ANNUAL CONFERENCE** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
Sondra Moncure, *Special Assistant*
Justin Powell, *Deputy City Attorney* JP 11-12-24

11/13/24
Date

Register online at nrpa.org/Conference

REGISTRATION FORM

Please print carefully.

NRPA Member #: 444731

First Name: Angela MI: _____ Last Name: White

Nickname (*name for badge*): Angela Title: Development Director

Organization: City of Jackson, MS, Parks & Recreation

Address: P.O. Box 17

City: Jackson State: MS Zip: 39205 Country: US

Office Phone: 601-960-0471 Mobile Phone: 601-955-5571

Fax: 601-960-1576 Email: sbuck@jacksonms.gov

Emergency Contact Name: Eric White Emergency Contact Phone Number: 601-201-8915

NRPA 2023 ANNUAL CONFERENCE

REGISTRATION QUESTIONS?
Call: 888.385.8010 (toll-free U.S. & Canada)
972.349.5891 (International)
Fax: 972.349.7715
Email: nrpa@mcievents.com

PLEASE DO NOT MAIL OR FAX REGISTRATION FORMS AFTER FRIDAY, SEPTEMBER 8, 2023 — REGISTER ONLINE.

CERTIFICATION DESIGNATION: ○ CPRE ◌ CPRP ○ CTRS ○ CPSI ○ AFO ◌ APRP _____

Please tell us what you need to fully participate in the meeting or event, such as mobility, hearing or sight access needs; food, beverage, or scent allergies; sensory and communication, and neurodivergent needs. (Note: For hotel requests, please provide accommodation information when booking your room).

_____

_____

_____

ATTENDEE INFORMATION:

Check here if you would not like to receive mailings and emails from NRPA on behalf of exhibitors promoting park and recreation products and services. (NRPA will never release your physical or email address.) ○

1. Is this your first NRPA Annual Conference? ○ Yes ● No

2. What is your Employer type?
- ○ College or University
- ○ Federal Government
- ○ Independent Consulting Firm
- ○ Landscape Architect/Design Firm
- ● Municipality/Park District/ County
- ○ Military
- ○ Playground Equipment Manufacturer/
- ○ Supplier
- ○ School District
- ○ State Government
- ○ Other (please specify):

_____

3. What is your agency's Setting (if municipality/Park District/ County)?
- ○ County
- ○ Educational Institution
- ○ Military
- ○ Rural
- ○ Park/Special Park District
- ○ State
- ○ Suburban
- ● Metropolitan/Urban
- ○ Other (please specify):

_____

4. What is your agency's Annual Operating Budget?
- ○ Under $500K
- ○ $500K-$2.5 million
- ○ $2.5-$5 million
- ● $5-$10 million
- ○ Over $10 million
- ○ Unsure about budget size

5. What is your Occupation (*select one*)?
- ● Park & Recreation Professional
- ◌ Armed Forces Recreation Professional
- ○ Park Advocate/Civic Leader
- ○ Consultant
- ○ Educator/Researcher
- ○ Supplier
- ○ Nonprofit Service Provider
- ○ Volunteer/Coach
- ○ Retired Professional
- ○ Student
- ○ Other (e.g., Landscape Architect, Agronomist, Historian, Naturalist, Mechanic, etc.)_____

6. What is your area of Responsibility (check all that apply, if applicable)?
- ● Administration
- ◌ Armed Forces Recreation
- ◌ Arts & Cultural Resources
- ○ Aquatics
- ○ Athletics & Sports
- ○ Park Advocate
- ○ Education
- ○ Inclusion & Accessibility
- ○ Information Technology
- ○ Leisure & Aging
- ○ Maintenance & Facilities
- ◌ Marketing & Communications
- ○ Park Resources
- ◌ Tourism & Special Events
- ● Volunteer Management
- ● Youth Services
- ○ Other (please specify):

_____

7. What is your Occupational level (select one, if applicable)?
- ○ Staff
- ◌ Middle Management
- ○ Executive Management

8. What is your Purchasing Role (if applicable)?
- ○ Make final decision
- ○ Make final recommendation
- ● Part of recommendation process
- ○ Do not have a purchasing role

9. What Certifications are of interest to you?
- ○ AFO (Aquatic Facility Operator)
- ○ CPRE (Certified Park and Recreation Executive)
- ● CPRP (Certified Park and Recreation Professional)
- ● CPSI (Certified Playground Safety Inspector)
- ○ Other (please specify):

_____

10. What is your Education level?
- ○ Trade, Technical, Vocational Training
- ○ High School
- ○ Some College
- ○ Associate's Degree
- ○ Bachelor's Degree
- ● Master's Degree
- ○ Doctorate

11. Your badge will include your gender pronouns. What set of pronouns should your badge include?
- ◌ He/Him/His
- ◌ She/Her/Hers
- ○ They/Them/Theirs
- ○ Other (please specify):

_____

- ○ I prefer my badge not include my gender pronouns

12. Please provide your birthdate* 01/28/1984

13. To the extent you feel comfortable, please indicate whether you are of Hispanic, Latino or Spanish origin:
- ○ Yes, I am of Hispanic, Latino or Spanish origin
- ◌ No, I am not of Hispanic, Latino or Spanish origin
- ◌ I prefer not to answer

14. To the extent you feel comfortable, please indicate the options that best describe your race:
- ◌ American Indian or Alaska Native
- ○ Asian or Asian American
- ◌ Black or African American
- ◌ Native Hawaiian or Pacific Islander
- ○ White
- ○ Other (please specify):

_____

- ◌ I prefer not to answer

15. Dietary restrictions: Please let us know of any food allergies, religious or dietary practices:
- ○ None
- ○ Lactose Intolerance or Dairy Free
- ○ Peanut or Tree Nut Allergy
- ○ Diabetic
- ○ Celiac Disease (Gluten-Free)
- ○ Vegetarian Diet
- ○ Vegan Diet
- ◌ Kosher
- ○ Halal
- ○ Other (please specify)

_____

16. Should NRPA provide one, what T-shirt size would you prefer?
○ S ◌ M ○ L ○ XL ◌ 2XL

*Required only for non-member young professional registrations

Last Name: White First Name: Angela

Membership #: 444731 (PLEASE INCLUDE THIS INFORMATION FROM THE FIRST PAGE.)

IN-PERSON REGISTRATION FEES

	Full Package	Young Professional**	Student ***	Expo Only	Daily Passes	Opening General Session (Tues.)	Day 2 General Session (Wed.)	Spouse/ Guest	Retired*
ALL EDUCATION SESSIONS	✓	✓	✓		✓				✓
NRPA OPENING GENERAL SESSION	✓	✓	✓		✓	✓		✓	✓
EXHIBIT HALL DAILY ADMISSION	✓	✓	✓	✓	✓			✓	✓
NRPA OPENING RECEPTION	✓	✓			✓			✓	✓
DAY 2 GENERAL SESSION	✓	✓	✓		✓		✓	✓	✓
NRPA VIRTUAL CONFERENCE	✓	✓							✓
EARLY BIRD: On or Before 8/25/23	○	○	○	○	○	○	○	○	○
Member	$645	$535	$65	$185	$415	$35	$35	$445	$325
Non-member	$905*	$685*	$125*	$245	$445	$50	$50	$445	$435
REGULAR: 8/26/23 — 10/9/23	○	○	○	○	○	○	○	○	○
Member	$815	$705	$75	$235	$415	$35	$35	$465	$335
Non-member	$1095*	$895*	$135*	$295	$445	$50	$50	$465	$435
ONSITE: Starting 10/10/23	○	○	○	○	○	○	○	○	○
Member	$855	$745	$85	$235	$415	$35	$35	$485	$345
Non-member	$1175*	$955*	$145*	$295	$445	$50	$50	$485	$435

*These non-member registration fees automatically include a 1-year NRPA Membership. To opt out of this benefit, check here: ○ If you opt out, the fee remains the same. ** Young Professionals are defined as anyone 35 years and younger. *** Students are defined as anyone who is currently enrolled as a full-time or part-time student pursuing a degree in parks, recreation, conservation, or related matters, and is not simultaneously employed as a full-time professional. All non-member students must provide proof of student status prior to receiving registration materials. Student status must be verified one of the following ways: an original letter on the institution's letterhead signed by any qualified representative from your university program, student ID with valid dates, or a current transcript. Verification must be submitted at the same time as registration. NRPA student memberships purchased on or before 6/30/2023 will continue to be eligible for a complimentary conference registration. All student memberships purchased on or after 7/1/2023 will be charged for conference registration fees as charted above.

VIRTUAL REGISTRATION FEES

	Virtual Conference Pass	Student Virtual Conference Pass ***
VIRTUAL EDUCATION SESSIONS	✓	✓
EARLY BIRD: On or Before 8/25/23	○	○
Member	$295	$45
Non-member	$395	$65
REGULAR: 8/26/23 — 10/9/23	○	○
Member	$345	$75
Non-member	$445	$95

*** Students are defined as anyone who is currently enrolled as a full-time or part-time student pursuing a degree in parks, recreation, conservation, or related matters, and is not simultaneously employed as a full-time professional. All non-member students must provide proof of student status prior to receiving registration materials. Student status must be verified one of the following ways: an original letter on the institution's letterhead signed by any qualified representative from your university program, student ID with valid dates, or a current transcript. Verification must be submitted at the same time as registration. NRPA student memberships purchased on or before 6/30/2023 will continue to be eligible for a complimentary conference registration. All student memberships purchased on or after 7/1/2023 will be charged for conference registration fees as charted above.

TICKETED EVENTS

Golf Tournament ___ Qty x $100 = $ ____
Monday, October 9 11:00a.m. - 7:00p.m.
Cedar Crest Golf Course

NRPA Opening Reception ___ Qty x $85 = $ ____
Tuesday, October 10 6:00p.m. - 8:00p.m.
Gilley's Dallas

Goat Yoga ___ Qty x $35 = $ ____
Wednesday, October 11 7:30a.m. - 8:30a.m.
Location TBD

5K: Fun Run, Walk or Roll ___ Qty x $35 = $ ____
Thursday, October 12 8:00a.m. - 10:00a.m.
(Includes: Radiant Race Bib, Exceptional Event Swag, Energizing Post Race Eats)
Reverchon Park and Katy Trail (Start/finish line)
https://runsignup.com/Race/TX/Dallas/NRPAAnnualConference5K

Ethnic Minority Society Luncheon 1 Qty x $95 = $ 95
Thusday, October 10 11:00a.m. - 1:00p.m.

Last Name White First Name Angela

Membership # 444731 (PLEASE INCLUDE THIS INFORMATION FROM THE FIRST PAGE)

Add-On Institutes, Workshops, Local Host Leisure Tours and Training Opportunities

Off-Site Institutes *(CEUs subject to change; For full session descriptions please visit nrpa.org/Conference)*

	New OSI #	Session Title	Date	Time (MST)	CEUs	Attendee/Member	Non-Member
O	OSI 1	Trinity River National Water Trail	Monday, Oct. 9	10:00 a.m. - 3:00 p.m.	0.2	$50	$70
O	OSI 2	Trinity River Audubon Center: Building Connections with Nature in an Urban Setting	Monday, Oct. 9	9:00 a.m. - 1:30 p.m.	0.3	$50	$70
O	OSI 3	Discover Fair Park and the State Fair of Texas	Monday, Oct. 9	8:30 a.m. - 1:00 p.m.	0.3	$50	$70
O	OSI 4	The Dallas Pavilion Program - Unique by Nature	Monday, Oct. 9	8:45 a.m. - 1:15 p.m.	0.4	$50	$70
O	OSI 5	From Pavement to Paradise - the Rise of Downtown Dallas Parks	Monday, Oct. 9	9:00 a.m. - 2:15 p.m.	0.3	$55	$75
O	OSI 6	The Dallas Zoo - A View from the Inside	Monday, Oct. 9	8:30 a.m. - 3:00 p.m.	0.4	$65	$85
O	OSI 7	Natural Flood Plains and Play Opportunities	Monday, Oct. 9	7:30 a.m. - 1:00 p.m.	0.4	$85	$105
O	OSI 8	Dallas Arboretum and Botanical Garden - Cultivating Excellence	Monday, Oct. 9	8:30 a.m. - 5:30 p.m.	0.7	$75	$95
O	OSI 9	Highlights of Dallas: A Tour of Modern and Innovative Multi-Generational Recreation Centers	Monday, Oct. 9	8:30 a.m. - 5:00 p.m.	0.5	$75	$95
O	OSI 10	Inclusive Play Field Guide: A Day of Play at Frank Kent's DREAM Park and Ernie Roberts Park	Monday, Oct. 9	10:00 a.m. - 2:30 p.m.	0.5	$50	$70

Local Host Leisure Tours

	New LT #	Session Title	Date	Time (MST)	Attendee/Member	Non-Member
O	LT 1	Cowboys and Rangers Stadium Tours	Friday, Oct. 13	8:30 a.m. - 1:00 p.m.	$105	$125

2023 Pre-Conference Workshops & Additional Training

	Session Title	Date	Time (MST)	CEUs	Attendee/Member	Non-Member
O	CPRE Pre-conference Workshop 2023	Monday, Oct. 9	9:00 a.m. - 5:00 p.m.	0.8	$100	$125
O	CPRP Examination Prep Course	Monday, Oct. 9	9:00 a.m. - 12:00 p.m.	0.4	$100	$125
O	ADA Strategies and Success Stories	Monday, Oct. 9	8:30 a.m. - 11:45 a.m.	0.3	$0	$0
O	Youth Mentoring in Parks and Rec: Coach-Mentor Training	Monday, Oct. 9	8:00 a.m. - 12:00 p.m.	0.2	$0	$0
O	Fundamentals of Program Evaluation for Park and Recreation Professionals	Monday, Oct. 9	9:00 a.m. - 5:00 p.m.	0.7	$245	$350

AFO & CPSI Courses & Exams

	Session Title	Date	Time (MST)	CEUs	Attendee/Member	Non-Member
O	Aquatic Facility Operator (AFO) Certification COURSE AND EXAM	Sunday, Oct. 8 - Monday, Oct. 9	8:30 a.m. - 5:30 p.m.	1.5	$350	$375
O	Aquatic Facility Operator (AFO) Certification EXAM ONLY	Monday, Oct. 9	2:30 p.m. - 5:30 p.m.	0.0	$125	$140

Last Name: White First Name: Angela

Membership #: 444731 (PLEASE INCLUDE THIS INFORMATION FROM THE FIRST PAGE.)

By completing and submitting this registration form, you agree to NRPA's Policies and Terms of Registration. NRPA encourages you to read these policies and terms carefully. They also can be found at www.nrpa.org/Conference/registration-terms

Registration Summary and Payment

Full payment required for processing. Forms received without payment or authorized purchase order will be returned. If payment covers several registrations, staple check to all forms covered by payment.

Totals:

- Registration Fees $ 910
- Ticketed Events (fee) $
- Grand Total (U.S. Funds) $ 910

Return Form and Full Payment

Fax: 972.349.7715

Mail: NRPA Annual Conference Registration, P.O. Box 5004, Merrifield, VA 22116-5004

Cancellation and Refund Policy

Cancellation/Refund requests must be submitted in writing by Friday, September 15,2023, and will incur a $100 processing fee. As per NRPA's Policies and Terms of Registration, NO refunds will be issued for requests received or postmarked after Friday, September 15, 2023.

Method of Payment (SELECT one)

Type of card: ○ AMEX ○ MC ○ Visa ○ Discover

Card #:

Exp. date: Security code:

Billing address:

Card holder's name:

Authorized signature:

○ Check payable to NRPA ○ *Purchase Order #:

Cashier #:

*All Purchase Orders and accompanying information must be received by Friday, September 8th, 2023, and all payments will be due NO LATER than Friday, September 22, 2023. Unpaid registrations secured through a purchase order will not be confirmed until full payment is received.

Register online at nrpa.org/Conference

REGISTRATION FORM

Please print carefully.

NRPA Member #: 356775

First Name: Abram MI: _____ Last Name: Muhammad

Nickname *(name for badge)*: Abram Title: Deputy Director

Organization: City of Jackson, MS. Parks & Recreation

Address: P.O. Box 17

City: Jackson State: MS Zip: 39205 Country: US

Office Phone: 601-960-0471 Mobile Phone: 601-540-2568

Fax: 601-960-1576 Email: smuhammad@jacksonms.gov

Emergency Contact Name: Tracy Muhammad Emergency Contact Phone Number: 601-715-5621

2023 NRPA ANNUAL CONFERENCE

REGISTRATION QUESTIONS?
Call: 888.385.8010 (toll-free U.S. & Canada)
972.349.5891 (International)
Fax: 972.349.7715
Email: nrpa@mcievents.com

PLEASE DO NOT MAIL OR FAX REGISTRATION FORMS AFTER FRIDAY, SEPTEMBER 8, 2023 — REGISTER ONLINE.

CERTIFICATION DESIGNATION: ○ CPRE ○ CPRP ○ CTRS ○ CPSI ● AFO ○ APRP _____

Please tell us what you need to fully participate in the meeting or event, such as mobility, hearing or sight access needs; food, beverage, or scent allergies; sensory and communication, and neurodivergent needs. (Note: For hotel requests, please provide accommodation information when booking your room).

_____

_____

_____

ATTENDEE INFORMATION:

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1. Is this your first NRPA Annual Conference? ○ Yes ● No

2. What is your Employer type?
- ○ College or University
- ○ Federal Government
- ○ Independent Consulting Firm
- ○ Landscape Architect/Design Firm
- ● Municipality/Park District/ County
- ○ Military
- ○ Playground Equipment Manufacturer/
- ○ Supplier
- ○ School District
- ○ State Government
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_____

3. What is your agency's Setting (if municipality/Park District/ County)?
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- ○ Military
- ○ Rural
- ○ Park/Special Park District
- ○ State
- ○ Suburban
- ● Metropolitan/Urban
- ○ Other (please specify):

_____

4. What is your agency's Annual Operating Budget?
- ○ Under $500K
- ○ $500K-$2.5 million
- ○ $2.5-$5 million
- ● $5-$10 million
- ○ Over $10 million
- ○ Unsure about budget size

5. What is your Occupation *(select one)*?
- ● Park & Recreation Professional
- ○ Armed Forces Recreation Professional
- ○ Park Advocate/Civic Leader
- ○ Consultant
- ○ Educator/Researcher
- ○ Supplier
- ○ Nonprofit Service Provider
- ○ Volunteer/Coach
- ○ Retired Professional
- ○ Student
- ○ Other (e.g., Landscape Architect, Agronomist, Historian, Naturalist, Mechanic, etc.)_____

6. What is your area of Responsibility (check all that apply, if applicable)?
- ● Administration
- ○ Armed Forces Recreation
- ○ Arts & Cultural Resources
- ○ Aquatics
- ○ Athletics & Sports
- ○ Park Advocate
- ○ Education
- ○ Inclusion & Accessibility
- ○ Information Technology
- ○ Leisure & Aging
- ○ Maintenance & Facilities
- ○ Marketing & Communications
- ○ Park Resources
- ○ Tourism & Special Events
- ○ Volunteer Management
- ○ Youth Services
- ○ Other (please specify):

_____

7. What is your Occupational level (select one, if applicable)?
- ○ Staff
- ○ Middle Management
- ● Executive Management

8. What is your Purchasing Role (if applicable)?
- ○ Make final decision
- ● Make final recommendation
- ○ Part of recommendation process
- ○ Do not have a purchasing role

9. What Certifications are of interest to you?
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10. What is your Education level?
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- ○ Some College
- ○ Associate's Degree
- ○ Bachelor's Degree
- ○ Master's Degree
- ● Doctorate

11. Your badge will include your gender pronouns. What set of pronouns should your badge include?
- ● He/Him/His
- ○ She/Her/Hers
- ○ They/Them/Theirs
- ○ Other (please specify):

_____

- ○ I prefer my badge not include my gender pronouns

12. Please provide your birthdate* 04/28/1968

13. To the extent you feel comfortable, please indicate whether you are of Hispanic, Latino or Spanish origin:
- ○ Yes, I am of Hispanic, Latino or Spanish origin
- ● No, I am not of Hispanic, Latino or Spanish origin
- ○ I prefer not to answer

14. To the extent you feel comfortable, please indicate the options that best describe your race:
- ○ American Indian or Alaska Native
- ○ Asian or Asian American
- ● Black or African American
- ○ Native Hawaiian or Pacific Islander
- ○ White
- ○ Other (please specify):

_____

- ○ I prefer not to answer

15. Dietary restrictions: Please let us know of any food allergies, religious or dietary practices:
- ○ None
- ○ Lactose Intolerance or Dairy Free
- ○ Peanut or Tree Nut Allergy
- ○ Diabetic
- ○ Celiac Disease (Gluten-Free)
- ○ Vegetarian Diet
- ○ Vegan Diet
- ● Kosher
- ○ Halal
- ○ Other (please specify)

_____

16. Should NRPA provide one, what T-shirt size would you prefer?
○ S ○ M ○ L ● XL ○ 2XL

**Required only for non-member young professional registrations*

Last Name: Muhammad First Name: Abram

Membership #: 356775 (PLEASE INCLUDE THIS INFORMATION FROM THE FIRST PAGE.)

IN-PERSON REGISTRATION FEES

	Full Package	Young Professional**	Student ***	Expo Only	Daily Passes	Opening General Session (Tues.)	Day 2 General Session (Wed.)	Spouse/ Guest	Retired*
ALL EDUCATION SESSIONS	✓	✓	✓		✓				✓
NRPA OPENING GENERAL SESSION	✓	✓	✓		✓	✓		✓	✓
EXHIBIT HALL DAILY ADMISSION	✓	✓	✓	✓	✓			✓	✓
NRPA OPENING RECEPTION	✓	✓			✓			✓	✓
DAY 2 GENERAL SESSION	✓	✓	✓		✓		✓	✓	✓
NRPA VIRTUAL CONFERENCE	✓	✓							✓
EARLY BIRD: On or Before 8/25/23	○	○	○	○	○	○	○	○	○
Member	$645	$535	$65	$185	$415	$35	$35	$445	$325
Non-member	$905*	$685*	$125*	$245	$445	$50	$50	$445	$435
REGULAR: 8/26/23 — 10/9/23	⊗	○	○	○	○	○	○	○	○
Member	$815	$705	$75	$235	$415	$35	$35	$465	$335
Non-member	$1095*	$895*	$135*	$295	$445	$50	$50	$465	$435
ONSITE: Starting 10/10/23	○	○	○	○	○	○	○	○	○
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Non-member	$1175*	$955*	$145*	$295	$445	$50	$50	$485	$435

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VIRTUAL REGISTRATION FEES

	Virtual Conference Pass	Student Virtual Conference Pass ***
VIRTUAL EDUCATION SESSIONS	✓	✓
EARLY BIRD: On or Before 8/25/23	○	○
Member	$295	$45
Non-member	$395	$65
REGULAR: 8/26/23 — 10/9/23	○	○
Member	$345	$75
Non-member	$445	$95

*** Students are defined as anyone who is currently enrolled as a full-time or part-time student pursuing a degree in parks, recreation, conservation, or related matters, and is not simultaneously employed as a full-time professional. All non-member students must provide proof of student status prior to receiving registration materials. Student status must be verified one of the following ways: an original letter on the institution's letterhead signed by any qualified representative from your university program, student ID with valid dates, or a current transcript. Verification must be submitted at the same time as registration. NRPA student memberships purchased on or before 6/30/2023 will continue to be eligible for a complimentary conference registration. All student memberships purchased on or after 7/1/2023 will be charged for conference registration fees as charted above.

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Cedar Crest Golf Course

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Goat Yoga ___ Qty x $35 = $ ____
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Location TBD

5K: Fun Run, Walk or Roll ___ Qty x $35 = $ ____
Thursday, October 12 8:00a.m. - 10:00a.m.
(Includes: Radiant Race Bib, Exceptional Event Swag, Energizing Post Race Eats)
Reverchon Park and Katy Trail (Start/finish line)
https://runsignup.com/Race/TX/Dallas/NRPAAnnualConference5K

Ethnic Minority Society Luncheon 1 Qty x $95 = $ 95
Thusday, October 10 11:00a.m. - 1:00p.m.

Last Name Muhammad First Name Abram

Membership # 356775 (PLEASE INCLUDE THIS INFORMATION FROM THE FIRST PAGE)

Add-On Institutes, Workshops, Local Host Leisure Tours and Training Opportunities

Off-Site Institutes *(CEUs subject to change; For full session descriptions please visit nrpa.org/Conference)*

	New OSI #	Session Title	Date	Time (MST)	CEUs	Attendee/Member	Non-Member
O	OSI 1	Trinity River National Water Trail	Monday, Oct. 9	10:00 a.m. - 3:00 p.m.	0.2	$50	$70
O	OSI 2	Trinity River Audubon Center: Building Connections with Nature in an Urban Setting	Monday, Oct. 9	9:00 a.m. - 1:30 p.m.	0.3	$50	$70
O	OSI 3	Discover Fair Park and the State Fair of Texas	Monday, Oct. 9	8:30 a.m. - 1:00 p.m.	0.3	$50	$70
O	OSI 4	The Dallas Pavilion Program - Unique by Nature	Monday, Oct. 9	8:45 a.m. - 1:15 p.m.	0.4	$50	$70
O	OSI 5	From Pavement to Paradise - the Rise of Downtown Dallas Parks	Monday, Oct. 9	9:00 a.m. - 2:15 p.m.	0.3	$55	$75
O	OSI 6	The Dallas Zoo - A View from the Inside	Monday, Oct. 9	8:30 a.m. - 3:00 p.m.	0.4	$65	$85
O	OSI 7	Natural Flood Plains and Play Opportunities	Monday, Oct. 9	7:30 a.m. - 1:00 p.m.	0.4	$85	$105
O	OSI 8	Dallas Arboretum and Botanical Garden - Cultivating Excellence	Monday, Oct. 9	8:30 a.m. - 5:30 p.m.	0.7	$75	$95
O	OSI 9	Highlights of Dallas: A Tour of Modern and Innovative Multi-Generational Recreation Centers	Monday, Oct. 9	8:30 a.m. - 5:00 p.m.	0.5	$75	$95
O	OSI 10	Inclusive Play Field Guide: A Day of Play at Frank Kent's DREAM Park and Ernie Roberts Park	Monday, Oct. 9	10:00 a.m. - 2:30 p.m.	0.5	$50	$70

Local Host Leisure Tours

	New LT #	Session Title	Date	Time (MST)	Attendee/Member	Non-Member
O	LT 1	Cowboys and Rangers Stadium Tours	Friday, Oct. 13	8:30 a.m. - 1:00 p.m.	$105	$125

2023 Pre-Conference Workshops & Additional Training

	Session Title	Date	Time (MST)	CEUs	Attendee/Member	Non-Member
O	CPRE Pre-conference Workshop 2023	Monday, Oct. 9	9:00 a.m. - 5:00 p.m.	0.8	$100	$125
O	CPRP Examination Prep Course	Monday, Oct. 9	9:00 a.m. - 12:00 p.m.	0.4	$100	$125
O	ADA Strategies and Success Stories	Monday, Oct. 9	8:30 a.m. - 11:45 a.m.	0.3	$0	$0
O	Youth Mentoring in Parks and Rec: Coach-Mentor Training	Monday, Oct. 9	8:00 a.m. - 12:00 p.m.	0.2	$0	$0
O	Fundamentals of Program Evaluation for Park and Recreation Professionals	Monday, Oct. 9	9:00 a.m. - 5:00 p.m.	0.7	$245	$350

AFO & CPSI Courses & Exams

	Session Title	Date	Time (MST)	CEUs	Attendee/Member	Non-Member
O	Aquatic Facility Operator (AFO) Certification COURSE AND EXAM	Sunday, Oct. 8 - Monday, Oct. 9	8:30 a.m. - 5:30 p.m.	1.5	$350	$375
O	Aquatic Facility Operator (AFO) Certification EXAM ONLY	Monday, Oct. 9	2:30 p.m. - 5:30 p.m.	0.0	$125	$140

Last Name: Muhammad First Name: Abram

Membership #: 356775 (PLEASE INCLUDE THIS INFORMATION FROM THE FIRST PAGE.)

By completing and submitting this registration form, you agree to NRPA's Policies and Terms of Registration. NRPA encourages you to read these policies and terms carefully. They also can be found at www.nrpa.org/Conference/registration-terms

Registration Summary and Payment

Full payment required for processing. Forms received without payment or authorized purchase order will be returned. If payment covers several registrations, staple check to all forms covered by payment.

Totals:

- **Registration Fees** $ 910
- **Ticketed Events (fee)** $
- **Grand Total (U.S. Funds)** $ 910

Return Form and Full Payment

Fax: 972.349.7715

Mail: NRPA Annual Conference Registration, P.O. Box 5004, Merrifield, VA 22116-5004

Cancellation and Refund Policy

Cancellation/Refund requests must be submitted in writing by Friday, September 15,2023, and will incur a $100 processing fee. As per NRPA's Policies and Terms of Registration, NO refunds will be issued for requests received or postmarked after Friday, September 15, 2023.

Method of Payment (SELECT one)

Type of card: AMEX MC Visa Discover

Card #:

Exp. date: Security code:

Billing address:

Card holder's name:

Authorized signature:

Check payable to NRPA *Purchase Order #:

Cashier #:

*All Purchase Orders and accompanying information must be received by Friday, September 8th, 2023, and all payments will be due NO LATER than Friday, September 22, 2023. Unpaid registrations secured through a purchase order will not be confirmed until full payment is received.

NATIONAL RECREATION

Invoices (9)

$6,105.00 amount total

Number	Date	Status	Posted	Amount	Check	Check Date	Voucher	PO
082024-245275-263997	09/11/2024	PENDING APPROVAL	No	920.00	0			24001151
092024-269161-287443	09/11/2024	PENDING APPROVAL	No	960.00	0			24001151
092024-269169-287452	09/11/2024	APPROVED	Yes	960.00	0			24001151
092024-165434-297378	05/15/2024	PENDING APPROVAL	No	920.00	0			24001151
356775	09/28/2023	APPROVED	Yes	910.00	0			23001771
444731	09/28/2023	APPROVED	Yes	910.00	0			23001769

City of Jackson, MS
200 South Presidents Street
Jackson, MS 39201

Purchase Order

Fiscal Year 2023

Purchase Order

Purchase Order Number **23001769**

Purchase Order Date 09/18/2023

Department PARKS AND RECREATIONAL SERV

Required By 09/20/2023

Bill To

Ship To
PARKS AND RECREATION
1000 METRO CENTER
SUITE 104
JACKSON, MS 39209

Vendor
NATIONAL RECREATION AND PARKS
NATIONAL RECREATION AND PARKS ASSOCIATION
P O BOX 5007
MERRIFIELD, VA 22116-5007

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
		63414	5176	Shannon Amos	

NOTES

EDUCATIONAL/TRAINING SERVICES

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	NRPA Registration Fee Dallas, TX - Angela White OCTOBER 9-13, 2023	1.0000	EA	$910.0000	$910.00

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 $910.00

City of Jackson, MS
200 South Presidents Street
Jackson, MS 39201

Purchase Order

Fiscal Year 2023

Purchase Order

Purchase Order Number 23001

Purchase Order Date 09/19/2023

Department PARKS AND RECREATIONAL SERV

Required By 09/20/2023

Bill To

Ship To
PARKS AND RECREATION
1000 METRO CENTER
SUITE 104
JACKSON, MS 39209

Vendor
NATIONAL RECREATION AND PARKS
NATIONAL RECREATION AND PARKS
ASSOCIATION
P O BOX 5007
MERRIFIELD, VA 22116-5007

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
		63414	5174	Shannon Amos	

NOTES

EDUCATIONAL/TRAINING SERVICES

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	NRPA Registration Fee Dallas, TX - Abram Muhammad OCTOBER 9-13, 2023	1.0000	EACH	$910.0000	$910.00

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 $910.00

The City of Jackson
Department of Parks
and Recreation

MEMO

TO: JAQUELINE SPEARS, EXECUTIVE OFFICE COORDINATOR

FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR

DATE: OCTOBER 14, 2024

CC: **ABRAM MUHAMMAD, DIRECTOR**
JAMES CRUMP, DEPUTY DIRECTOR
DEPARTMENT OF PARKS AND RECREATION

SUBJECT: **AGENDA ITEM REQUEST– INVOICE RATIFICATION**

This memorandum is to request an Order to ratify the attached invoices with the National Recreation and Parks

TO BE PAID FROM:
Account Info: 00550110-6443

SEE ATTACHED INVOICES.

Thank you,

Shannon V. Amos
Budget Investment Supervisor

38

OFFICE OF THE CITY ATTORNEY

ORDER REQUESTING RATIFICATION OF VARIOUS PURCHASES OF PRODUCE MADE FOR THE ANIMALS AT THE JACKSON ZOO FROM ROBERTSON PRODUCE AND SUNRISE PRODUCE (MUHAMMAD, LUMUMBA)

WHEREAS, the Jackson Zoo has several animals that must follow a daily dietary plan that includes various items of fresh produce. The Jackson Zoo has made various such produce purchases over the past several months from Robertson Produce and Sunrise Produce. Robertson Produce is an active vendor with the City (vendor number 73525). Sunrise Produce is also an active vendor with the City (vendor number 401469); and

WHEREAS, Robertson Produce is a Limited Liability Company created pursuant to the laws of the State of Mississippi on May 30, 2014, and is currently in Good Standing with the Mississippi Secretary of State. Sunrise Produce is a Limited Liability Company created pursuant to the laws of the State of Mississippi on May 17, 2012, and is currently in Good Standing with the Mississippi Secretary of State; and

WHEREAS, both Robertson Produce and Sunrise Produce provided the Jackson Zoo with fresh produce such as red apples, bananas, yellow corn, sweet potatoes, red grapes, carrots, romaine lettuce, and oranges as animal feed; and

WHEREAS, the Department of Parks and Recreation has received several invoices from both Robertson Produce and Sunrise Produce regarding these produce purchases. The invoices are as follows:

Sunrise Produce (Invoice Number 14-820880)						
Code	**Order Qty**	**Ship Qty**	**Unit**	**Desc**	**Unit $**	**Total $**
11080	3.00	3.00	Case	Apple Red	44.60	133.80
11099	6.00	6.00	Case	Banana Green	32.10	192.60
11494	2.00	2.00	Sack	Carrot Jumbo	39.85	79.70
12165	1.00	1.00	Case	Corn Yellow	31.60	31.60
12350	4.00	4.00	Case	Lettuce Romain Premium	38.15	152.60
12555	3.00	3.00	Case	Orange	45.05	135.15
12640	4.00	4.00	Case	Potato Sweet	31.35	125.40
11902	1.00	1.00	Each	Fuel Surcharge	6.50	6.50
Invoice Total:						**$857.35**

Sunrise Produce (Invoice Number 14-821526)						
Code	**Order Qty**	**Ship Qty**	**Unit**	**Desc**	**Unit $**	**Total $**
11080	4.00	4.00	Case	Apple Red	44.80	178.40
11099	5.00	5.00	Case	Banana Green	32.10	160.50
11494	2.00	2.00	Sack	Carrot Jumbo	42.00	84.00
12165	2.00	2.00	Case	Corn Yellow	31.35	62.70
12350	4.00	4.00	Case	Lettuce Romain Premium	38.05	144.20
12555	3.00	3.00	Case	Orange	44.55	133.65
12640	4.00	4.00	Case	Potato Sweet	31.35	125.40

Agenda Item No.: 38
11.19.24
(Muhammad, Lumumba)

Invoice Total:	**$888.85**
Grand Total to Sunrise Produce:	**$1,746.20**

Robertson Produce (Invoice Number 00377785)						
Item	**Order Qty**	**Ship Qty**	**Unit**	**Desc**	**Unit $**	**Total $**
00063	4	4	88 CT	Apple Red Del	49.00	196.00
00112	5	5	40 LB	Banana Premium	32.25	161.25
00259	2	2	50 LB	Carrot Jumbo	51.50	103.00
00385	1	1	48 CT	Corn Yellow/Bicolor	42.25	42.25
01536	1	1	Fuel	Fuel Charge	5.50	5.50
00864	3	3	35 LB	Orange	84.50	253.50
01215	4	4	24 CT	Romaine	38.00	152.00
01427	4	4	40 LB	Sweet Potato Jumbo	28.50	114.00
Invoice Total:						**$1,027.50**
Robertson Produce (Invoice Number 00376874)						
Item	**Order Qty**	**Ship Qty**	**Unit**	**Desc**	**Unit $**	**Total $**
00063	4	4	88 CT	Apple Red Del	48.75	195.00
00112	5	5	40 LB	Banana Premium	32.25	161.25
00259	2	2	50 LB	Carrot Jumbo	54.50	109.00
00385	1	1	48 CT	Corn Yellow/Bicolor	42.25	42.25
01536	1	1	Fuel	Fuel Charge	5.50	5.50
00864	3	0	35 LB	Orange	84.50	0.00
01215	4	4	24 CT	Romaine	39.25	157.00
01427	4	4	40 LB	Sweet Potato Jumbo	28.50	114.00
Invoice Total:						**$784.00**
Robertson Produce (Invoice Number 00374039)						
Item	**Order Qty**	**Ship Qty**	**Unit**	**Desc**	**Unit $**	**Total $**
00063	4	4	88 CT	Apple Red Del	48.50	194.00
00112	5	5	40 LB	Banana Premium	32.25	161.25
00259	2	2	50 LB	Carrot Jumbo	45.50	91.00
00385	2	2	48 CT	Corn Yellow/Bicolor	43.75	87.50
01536	1	1	Fuel	Fuel Charge	5.50	5.50
00864	4	4	35 LB	Orange	52.00	208.00
01215	3	3	24 CT	Romaine	38.25	114.75
01427	5	5	40 LB	Sweet Potato Jumbo	28.50	142.50
Invoice Total:						**$1,004.50**
Robertson Produce (Invoice Number 00375862)						
Item	**Order Qty**	**Ship Qty**	**Unit**	**Desc**	**Unit $**	**Total $**
00063	4	4	88 CT	Apple Red Del	48.50	194.00

00112	5	5	40 LB	Banana Premium	32.25	161.25
00259	2	2	50 LB	Carrot Jumbo	39.50	79.00
00385	1	1	48 CT	Corn Yellow/Bicolor	43.75	43.75
01536	1	1	Fuel	Fuel Charge	5.50	5.50
00864	2	2	35 LB	Orange	64.50	129.00
01215	4	4	24 CT	Romaine	39.50	158.00
01427	4	4	40 LB	Sweet Potato Jumbo	28.50	114.00
Invoice Total:						**$884.50**
Grand Total to Robertson Produce:						**$3,700.50**

WHEREAS, it is in the best interests of the City that the purchases described in the invoices above be ratified and that payment be promptly made to both Sunrise Produce and Robertson Produce.

IT IS THEREFORE ORDERED that the produce purchases detailed in the tables above are ratified and that payment shall be made to Sunrise Produce and Robertson Produce as follows:

1. Robertson Produce Invoice 00375862: Eight Hundred Seventy-Nine Dollars ($879.00) paid from account number 390-498.00-6214. Five Dollars and Fifty Cents ($5.50) paid from account number 390-498.00-6215.

2. Robertson Produce Invoice 00374039: Nine Hundred Ninety-Nine Dollars ($999.00) paid from account number 390-498.00-6214. Five Dollars and Fifty Cents ($5.50) paid from account number 390-498.00-6215.

3. Robertson Produce Invoice 00377785: One Thousand Twenty-Two Dollars ($1,022.00) paid from account number 390-498.00-6214. Five Dollars and Fifty Cents ($5.50) paid from account number 390-498.00-6215.

4. Robertson Produce Invoice 00376874: Seven Hundred Seventy-Eight Dollars and Fifty Cents ($778.50) paid from account number 390-498.00-6214. Five Dollars and Fifty Cents ($5.50) paid from account number 390-498.00-6215.

5. Sunrise Produce Invoice 14-820880: Eight Hundred Fifty Dollars and Eighty-Five Cents ($850.85) paid from account number 390-498.00-6214. Six Dollars and Fifty Cents ($6.50) paid from account number 390-498.00-6215.

6. Sunrise Produce Invoice 14-821526: Eight Hundred Eighty-Five Dollars and Eighty-Five Cents ($885.85) paid from account number 390-498.00-6214.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any agreements and/or documents that might be needed to effectuate this Order.

(MUHAMMAD, LUMUMBA)

Item No.: _____ **Date:** _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 16, 2024

	POINTS	COMMENTS
1.	**Brief Description**	Order requesting approval of payments to Robertson Produce of MS, LLC and Sunrise Produce of Jackson for the timely delivery of fresh animal feed produce to the Jackson Zoo.
2.	**Public Policy Initiative** **Youth & Education** **Crime Prevention** **Changes in City Government** **Neighborhood Enhancement** **Economic Development** **Infrastructure and Transportation** **Quality of Life**	Economic Development Quality of Life
3.	**Who will be affected**	City of Jackson, Parks & Recreation Department-Jackson Zoo
4.	**Benefits**	Providing continuous food services for the animals at the Jackson Zoo.
5.	**Schedule (beginning date)**	Upon Council Approval
6.	**Location:** **WARD** **CITYWIDE (yes or no) (area)** **Project limits if applicable**	Ward 5
7.	**Action implemented by:** **City Department** ☐ **Consultant** ☐	Department of Parks & Recreation –Jackson Zoo
8.	**COST**	**Robertson Produce of MS** Invoice number 00375862 in the amount of Eight Hundred Eighty-Four Dollars and Fifty Cents ($884.50) Invoice number 00374039 in the amount of One Thousand Four Dollars and Fifty Cents ($1,004.50) Invoice number 0377785 in the amount of One Thousand Twenty-Seven Dollars and Fifty Cents ($1,027.50) Invoice number 00376874 in the amount of Seven Hundred Eighty-Four Dollars ($784.00) **Sunrise Produce of Jackson** Invoice number 14-820880 in the amount of Eight Hundred Fifty Dollars and Eighty-Five Cents ($850.85) Fuel in the amount of Six Dollars and Fifty Cents ($6.50) Invoice 14-821526 in the amount of $Eight Hundred Eighty-Five Dollars and Eighty-Five Cents ($885.85)

9.	**Source of Funding** **General Fund** ☐ **Grant** ☐ **Band** ☐ **Other** ☐	**Robertson Produce of MS** Account No. 390.498.00-6214 ($884.50) Account No. 390.498.00-6214 ($1,004.50) Account No. 390.498.00-6214 ($1,027.50) Account No. 390.498.00-6214 (784.00) **Sunrise Produce of Jackson** Account No. 390.498.00-6214 ($850.85) Account No. 390.498.00-6215 ($6.50) Account No. 390.498.00-6214 ($885.85)
10.	**EBO participation**	ABE _____% WAIVER yes ___ no √ N/A √ AABE _____% WAIVER yes ___ no √ N/A √ WBE _____% WAIVER yes ___ no √ N/A √ HBE _____% WAIVER yes ___ no √ N/A √ NABE _____% WAIVER yes ___ no √ N/A √

Parks & Recreation Department
633 North State Street, 5th Floor
P O Box 17
Jackson, MS 39205-00173
601-960-0471 (Office)
Website: www.jacksonms.gov

"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba

FROM: Abram Muhammad, Director
Department of Parks and Recreation

Date: October 16, 2024

RE: Agenda Item Request – Robertson Produce Invoices

This memorandum requests an Order for invoices pertaining to Robertson Produce, vendor no. 73525.

This memorandum requests an Order for invoices pertaining to Sunrise Produce vendor 401469.

IT IS REQUESTED that the above-described professional services with Robertson Produce for the following invoices

- Invoice number 00375862 in the amount of $884.50 be ratified, approved and encumbered from account no. 390.498.00-6214.
- Invoice number 00374039 be ratified and transferred in the amount of $1,004.50 be approved and encumbered from account no. 390.498.00-6214.
- Invoice number 00377785 in the amount of $1,027.50 be ratified, approved and encumbered from account no. 390.498.00-6214.
- Invoice number 00376874 in the amount of $784.00 be ratified, approved and encumbered from account no. 390.498.00-6214.

IT IS FURTHER REQUESTED that the above-described professional services with Sunrise Produce of Jackson for the following invoices:

- Invoice Number 14-820880 in the amount of $850.85 be ratified, approved and encumbered from account no. 390.498.00-6214.
- Invoice number 14-820880 in the amount of $6.50 be ratified, approved and encumbered from account no. 390.498.00-6215.

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
11-12-24

OFFICE OF THE CITY ATTORNEY

This **ORDER REQUESTING RATIFICATION OF VARIOUS PURCHASES OF PRODUCE MADE FOR THE ANIMALS AT THE JACKSON ZOO FROM ROBERTSON PRODUCE AND SUNRISE PRODUCE** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
Sondra Moncure, *Special Assistant*
Justin Powell, *Deputy City Attorney* JP 11/12/24

11/12/2024
Date

The City of Jackson
Department of Parks
and Recreation

MEMO

TO: JAQUELINE SPEARS, EXECUTIVE OFFICE COORDINATOR

FROM: SHANNON V. AMOS, BUDGET INVESTMENT SUPERVISOR

DATE: OCTOBER 14, 2024

CC: **ABRAM MUHAMMAD, DIRECTOR**

JAMES CRUMP, DEPUTY DIRECTOR

DEPARTMENT OF PARKS AND RECREATION

SUBJECT: **AGENDA ITEM REQUEST– INVOICE RATIFICATION**

This memorandum is to request an Order to ratify the attached invoices with Sunrise Produce for produce for the animals at the Jackson Zoo.

TO BE PAID FROM FY2024:

Account Info: 390.498.00-6214 – Invoice: 14-820880 $850.85

390.498.00-6215 $ 6.50

390.498.00-6214 – Invoice: 14-821526 $885.85

Please have on City Council for October 22, 2024.

SEE ATTACHED INVOICES.

Thank you,

Shannon V. Amos

Budget Investment Supervisor

Sunrise Produce Jackson

4229 MICHAEL AVALON ST * JACKSON, MS 39209
Phone: 601.213.4008 Fax: 601.969.7480

Customer Statement

Date
09/13/2024
Customer Code
14000039
Terms:
NET 28

JACKSON ZOO
2918 W. CAPITOL STREET

JACKSON MS 39209

PAST DUE

Amount Enclosed

Reference #	Ref Date	Code	Description	Amount	Balance	Forward
14-820880	07/12/2024	I		857.35	857.35	857.35
14-821526	07/19/2024	I		888.85	888.85	1746.20

HAPPY SUMMER! THANK YOU FOR YOUR BUSINESS

Statement Total: 1746.20

Codes: D=DR Memo I=Invoice F=Finance Charge C=CR Memo P=Payment A=Discount Allowed

Current	1-6 Past Due	7-13 Past Due	14-20 Past Due	21-27 Past Due	28+ Past Due
0.00	0.00	0.00	0.00	888.85	857.35

PAST DUE

INVOICE

SUNRISE FRESH PRODUCE

4229 Michael Avalon St · Jackson, MS 39209

INVOICE DATE 07/12/2024 02:41 PM CDT
INVOICE # 14-820880
TERMS NET 28
PO NUM

TEL. +16012134008

LOC. undefined, undefined
ROUTE. XPR

SOLD TO: JACKSON ZOO
2918 W. CAPITOL STREET
JACKSON, MS 39209
Phone: 6013522580

CODE	ORDER QTY	SHIP QTY	UNIT	CDO	DESC	UNIT $	EXT $
11080	3.00	3.00	CASE		APPLE RED 113-138	44.60	133.80
11099	6.00	6.00	CASE		BANANA GREEN	32.10	192.60
11494	2.00	2.00	SACK		CARROT JUMBO 50#	39.85	79.70
12165	1.00	1.00	CASE		CORN YELLOW 4G	31.60	31.60
12350	4.00	4.00	CASE		LETTUCE ROMAINE PREMIUM	38.15	152.60
12555	3.00	3.00	CASE		ORANGE CA 113-138	45.05	135.15
12640	4.00	4.00	CASE		POTATO SWEET #1	31.35	125.40
11902	1.00	1.00	EACH		FUEL SURCHARGE	6.50	6.50

Subtotal 857.35
Tax 0.00

Total 857.35

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

1.5% Service Charge per month (18% annual charge) on all overdue accounts after 30 days. Customer will assume all collection costs, including attorney's fees.

Special Instructions

Please call in credit requests within 24 hours of receipt of product. Thank you

Packages= 24.00

14-820880

W.B

PAST DUE

Invoice 14-821526

Sunrise Produce Jackson
4229 MICHAEL AVALON ST
JACKSON MS 39209
Phone: (601) 213 - 4088 Fax: (601) 969 - 7490

Customer 14000039 /
Route: HOT
Stop: 01

Bill To:
JACKSON ZOO
2918 W. CAPITOL STREET

JACKSON MS 39209
(601) 352-2580

Ship To:
JACKSON ZOO
2918 W. CAPITOL STREET

JACKSON MS 39209
(601) 352-2580

Adjustments will be honored within 24 hours of delivery and proper information is sent. Do not change this invoice.

Order	Ship Date	Due Date	
07/18/2024			

Purchase Order Number	Order Date		Customer	Customer Order
	07/18/2024	ELIN	INGRAM	

Quantity Ordered	Quantity Shipped	Pack	Item Code	Description	Tax	Unit Price	Amount
4.00	4.00	CASE	11080	APPLE RED 113-138	N	44.60	178.40
5.00	5.00	CASE	11099	BANANA GREEN	N	32.10	160.50
2.00	2.00	SACK	11494	CARROT JUMBO 50#	N	42.00	84.00
2.00	2.00	CASE	12185	CORN YELLOW 48	N	31.35	62.70
4.00	4.00	CASE	12380	LETTUCE ROMAINE PREMIUM	N	36.05	144.20
3.00	3.00	CASE	12556	ORANGE CA 113-138	N	44.55	133.65
4.00	4.00	CASE	12840	POTATO SWEET #1	N	31.35	125.40

HAPPY SUMMER! THANK YOU FOR YOUR BUSINESS

Signature: Courtney H. Dean 7/19/24

The Perishable agricultural commodities listed on this invoice are held subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Interest at 18% added to unpaid balances. Interest and attorneys fees necessary to collect any balances due hereunder shall be considered sums owing in connection with this transaction under the PACA Trust.

NonTaxable Subtotal	889.85
Taxable Subtotal	0.00
Tax 0.000%	0.00
Total Invoice	889.85

Cases= 24.00 Splits= 0.00

Robertson Produce (Glenn)
[illegible]

Invoice
00374039

Robertson PRODUCE

Bill To:	Ship To:
CITY OF JACKSON, JACKSON SOU	JACKSON SWD
CITY OF JACKSON ATTN: WENDY S	230 W. CAPITOL STREET
PO BOX 27	JACKSON, MS 39201
JACKSON, MS 39205	
P: 6019602	P: 6019602000

Customer	CITJAC
Date	08/16/24
Terms	NET 30 DAYS
PO 1	
PO 2	
Salesperson	RR
Route	[illegible]

Quantity Ordered	Quantity Shipped	Item	Description		Unit Price	Extended Amount
4	4	00083	APPLE RED DEL	88 CT	$40.50	$194.00
5	5	00112	BANANA PREMIUM	40 LB	$33.25	$166.25
2	2	00159	CARROT JUMBO SACK	50 LB	$45.50	$91.00
2	2	00208	CORN YELLOW/BICOLOR	48 CT	$43.75	$87.50
1	1	00305	FUEL CHARGE		$5.50	$5.50
4	1	01530	ORANGE 80/88 CT	35 LB	$52.00	$208.00
4	4	00869	ROMAINE	24 CT	$38.25	$114.75
3	3	01215	SWEET POTATO JUMBO	40 LB	$28.50	$142.50
6	6	01497				
35	35				Subtotal	$1,004.50
Notes						
					Tax	$.00
					Total	$1,004.50

Received By:

W. Bennett
Signature

Name (Print)

Date

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Robertson PRODUCE

Robertson Produce (Clinton)
1530 Clinton Business Park Dr
Clinton, MS 39056

Phone: (601)708-5147
Fax:

Invoice 00375862

Bill to:	Ship to:
CITY OF JACKSON JACKSON ZOO CITY OF JACKSON ATTN: WENDEY B P.O. BOX 17 JACKSON, MS 39205 P: 6019002025	JACKSON ZOO 2918 W. CAPITAL STREET JACKSON, MS 39209 P: 8013922585

Customer	CITJAC
Date	09/27/23
Terms	NET 30 DAYS
PO 1	
PO 2	
Salesperson	004
Route	XM1 - 150

Quantity Ordered	Quantity Shipped	Item	Description		Unit Price	Extended Amount
4	4	00063	APPLE RED DEL	88 CT	$48.50	$194.00
5	5	00112	BANANA PREMIUM	40 LB	$32.25	$161.25
2	2	00259	CARROT JUMBO SACK	50 LB	$39.50	$79.00
1	1	00385	CORN YELLOW/BICOLOR	48 CT	$43.75	$43.75
1	1	01536	FUEL CHARGE		$5.50	$5.50
2	2	00864	ORANGE 80/88 CT	35 LB	$64.50	$129.00
4	4	01215	ROMAINE	24 CT	$39.50	$158.00
4	4	01427	SWEET POTATO JUMBO	40 LB	$28.50	$114.00
22	22				Subtotal	$884.50
Notes					Tax	$.00
					Total	$884.50

Received By:

Signature Name (Print) Date

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The retailer or buyer receiving these commodities agrees to preserve the trust benefits for all unpaid suppliers or sellers of fruit or other products covered under that statute until full payment is received.

Robertson Produce (Clinton)
1530 Clinton Business Park Dr
Clinton, MS 39056

Phone: (601)708-5147
Fax:

Invoice
00377785

Bill to:	Ship to:
CITY OF JACKSON JACKSON ZOO CITY OF JACKSON ATTN: WENDEY B P.O. BOX 17 JACKSON, MS 39205 P: 6019601925	JACKSON ZOO 2918 W. CAPITAL STREET JACKSON, MS 39209 P: 6019522585

Customer	CITJAC
Date	10/11/24
Terms	NET 30 DAYS
PO 1	
PO 2	
Salesperson	999
Route	XMT - 210

Quantity Ordered	Quantity Shipped	Item	Description		Unit Price	Extended Amount
4	4	00603	APPLE RED DEL	88 CT	$49.00	$196.00
5	5	00112	BANANA PREMIUM	40 LB	$32.25	$161.25
2	2	00250	CARROT JUMBO SACK	50 LB	$51.50	$103.00
1	1	00385	CORN YELLOW/BICOLOR	48 CT	$42.25	$42.25
1	1	01536	FUEL CHARGE		$5.50	$5.50
3	3	00664	ORANGE 80/88 CT	35 LB	$84.50	$253.50
4	4	01315	ROMAINE	24 CT	$38.00	$152.00
4	4	01427	SWEET POTATO JUMBO	40 LB	$28.50	$114.00
23	23				Subtotal	$1,027.50
Notes					Tax	$.00
					Total	$1,027.50

Received By

Signature | Name (Print) | Date

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Robertson PRODUCE

Robertson Produce (Clinton)
1520 Clinton Business Park Dr
Clinton, MS 39056

Phone: (601)708-5147
Fax:

Invoice 00376874

Bill to:	Ship to:
CITY OF JACKSON, JACKSON ZOO CITY OF JACKSON ATTN: WENDEY B P.O. BOX 17 JACKSON, MS 39205 P: 6019001078	JACKSON ZOO 2918 W. CAPITAL STREET JACKSON, MS 39209 P: 6013522585

Customer	CITJAC
Date	10/04/24
Terms	NET 30 DAYS
PO 1	
PO 2	
Salesperson	999
Route	XM1 - 1M

Quantity Ordered	Quantity Shipped	Item	Description		Unit Price	Extended Amount
4	4	00063	APPLE RED DEL	88 CT	$48.75	$195.00
5	5	00112	BANANA PREMIUM	40 LB	$32.25	$161.25
2	2	00299	CARROT JUMBO SACK	50 LB	$54.50	$109.00
1	1	00385	CORN YELLOW/BICOLOR	48 CT	$42.25	$42.25
1	1	01536	FUEL CHARGE		$5.50	$5.50
3	0	00864	ORANGE 80/88 CT	35 LB	$84.50	$0.00
4	4	01215	ROMAINE	24 CT	$39.25	$157.00
4	4	01427	SWEET POTATO JUMBO	40 LB	$28.50	$114.00
23	20				Subtotal	$784.00

Notes

Tax	$0.00
Total	$784.00

Received By:

Signature _____ Name (Print) _____ Date _____

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, and any inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

39

OFFICE OF THE CITY ATTORNEY
11/8/24

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION WITH IVS, INC. DBA ANGELTRAX TO PROVIDE MOBILE SURVEILLANCE CAMERA SYSTEM FOR THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN)

WHEREAS, on June 27, 2019, the governing authorities authorized the Mayor to execute the agreement with IVS, Inc. d/b/a AngelTrax to provide mobile surveillance camera system for the City of Jackson's Public Transportation System (JTRAN); and

WHEREAS, the action of June 27, 2019, related to the extension is recorded in Minute Book 6P, Page 327; and

WHEREAS, on August 16, 2022, Minute Book 6V, pages 589-590, the governing authority authorized the Mayor to execute a two year extension with IVS, Inc. to provide mobile surveillance camera system for the public transportation system; and

WHEREAS, IVS, Inc. d/b/a AngelTrax, Inc. has provided a written proposal for an extension beginning July 1, 2024 through June 30, 2025 to provide a one year license for forty JATRAN buses to operate the Pro 8 Central Management System, 250 GB of storage space per server, preventative maintenance, and surveillance management software; and

WHEREAS, the Department of Planning and Development, Transit Division, is recommending that the governing authorities ratify and authorize the Mayor to execute the extension to the Agreement with IVS, Inc. d/b/a AngelTrax to provide mobile surveillance camera system beginning July 1, 2024 through June 30, 2025 at a cost not to exceed twenty thousand five hundred and twenty dollars; and

WHEREAS, the Federal Transit Administration will provide eighteen thousand sixteen dollars ($18,016) or (80%) to fund the procurement described, with a local match from FY2024 Transit Budget of four thousand five hundred four dollars ($4,504) or (20%).

WHEREAS, the Planning and Development Department recommends that the City of Jackson purchases mobile surveillance camera system from IVS, Inc. d/b/a AngelTrax in accordance with GSA contract number GS-07F-0447V in an amount not to exceed $22,520.00

WHEREAS, Section 31-7-59(1) of the Mississippi Code Annotated, as amended, states, "Any municipality of over one hundred thousand (100,000) population, according to the latest decennial census and qualified to do so, is hereby empowered to purchase from the General Services Administration of the United States of America, without advertising for bids, any and all articles of supplies and equipment necessary for the operation of said municipality so long as the purchase price of such articles is below the purchase price of similar articles on a state contract accepted by the Office of General Service; and

WHEREAS, Section 31-7-59(2) further states, "The aforesaid supplies and equipment may likewise be purchased from the General Services Administration without advertising for bids even though the Office of General Services does not have same listed on statewide contracts so long as the purchase price thereof is ten percent (10%) below the latest purchase price of comparable supplies and equipment; and

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11.19.24
(Keeton, Lumumba)

WHEREAS, the Department of Planning and Development represents that IVS, Inc. d/b/a AngelTrax is an authorized reseller of the aforesaid products and that AngelTrax's proposed purchase price is ten percent (10%) below the latest purchase price of comparable supplies and equipment; and

IT IS, THEREFORE, ORDERED AND HEREBY RATIFIED, that the Mayor is authorized to execute the extension with IVS, Inc. dba AngelTrax to provide mobile surveillance camera system for the City of Jackson's Public Transportation System (JTRAN) beginning July 1, 2024, through June 30, 2025 at a cost not to exceed twenty thousand five hundred and twenty dollars. The Federal Transit Administration will provide eighteen thousand sixteen dollars ($18,016) or (80%) to fund the procurement described, with a local match from FY2024 Transit Budget of four thousand five hundred four dollars ($4,504) or (20%).

Item#_____
Agenda Date: November 19, 2024
By: (Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 9/24/2024

POINTS		COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION WITH IVS, INC. DBA ANGELTRAX TO PROVIDE MOBILE SURVEILLANCE CAMERA SYSTEM FOR THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN)**
2.	**Public Policy Initiative** **1. Youth & Education** **2. Crime Prevention** **3. Changes in City Government** **4. Neighborhood Enhancement** **5. Economic Development** **6. Infrastructure &Transportation** **7. Quality of Life**	6. Infrastructure & Transportation.
3.	**Who will be affected**	Residents and visitors of JAMF
4.	**Benefits**	Residents and visitors of JAMF
5.	**Schedule (beginning date)**	July 1, 2024
6.	**Location:**	Department of Planning & Development/Office of Transportation/All wards
7.	**Action implemented by:** **City Department**	Department of Planning & Development Office of Transportation
8.	**COST**	$22,520.00
9.	**Source of Funding** **General Fund x** **Grant x** **Bond** **Other**	187.565.20.6231 187.565.30.6884 Grant(80%): $18,016 General Fund(20%): $4,504
10.	**EBO participation**	ABE ___% WAIVER yes ___ no ___ N/A _X__ AABE ___% WAIVER yes ___ no ___ N/A _X__ WBE ___% WAIVER yes ___ no ___ N/A _X__ HBE ___% WAIVER yes ___ no ___ N/A _X__ NABE ___% WAIVER yes ___ no ___ N/A _X__

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jhai Keeton, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director
Office of Transportation

DATE: November 4, 2024

RE: Agenda Item for November 19, 2024 City Council Meeting

The attached agenda item authorizes the Mayor to extend the Agreement with IVS, Inc. dba AngelTrax to provide mobile surveillance camera system for the City of Jackson's Public Transportation System (JTRAN) beginning July 1, 2024 through June 30, 2025 at a cost not to exceed twenty thousand five hundred and twenty dollars. The Federal Transit Administration will provide eighteen thousand sixteen dollars ($18,016) or (80%) to fund the procurement described, with a local match from FY2024 Transit Budget of four thousand five hundred four dollars ($4,504) or (20%). Extension will allow time for Transit Services to issue a RFP to attain a new contract,

A city council authorization order was approved on June 27, 2019 and is attached for reference. It is respectfully requested that this contract extension be executed.

It is the recommendation of this department that this contract addendum be approved. 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.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION WITH IVS, INC. DBA ANGELTRAX TO PROVIDE MOBILE SURVEILLANCE CAMERA SYSTEM FOR THE CITY OF JACKSON'S PUBLIC TRANSPORTATION SYSTEM (JTRAN)** is legally sufficient for placement in NOVUS Agenda.

Sondra P. Moncure

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant*
Ramona Williams, *Deputy City Attorney*

11/8/24
Date

40

OFFICE OF THE CITY ATTORNEY 10/30/24

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING ("CMPDD") TO ACCEPT GRANT FUNDS TO SUPPORT CONGREGATE MEALS, HOME-DELIVERED MEALS, TRANSPORTATION, AND OUTREACH PROGRAMS OF THE CITY OF JACKSON AND AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS.

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), as amended, states that the governing authorities of every municipality in the state shall have the care, management, and control of municipal affairs and its property and finances and may adopt orders, resolutions, or ordinances with respect to same which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

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

WHEREAS, since 1972, the City of Jackson has offered congregate meals, home-delivered meals, transportation, and outreach services to elderly individuals; and

WHEREAS, on September 24, 2024, the Jackson City Council authorized the submission of an application to CMPDD for funding to provide congregate meals, home-delivered meals, transportation, and outreach services to elderly individuals for the 2024-2025 fiscal year; and

WHEREAS, the CMPDD, which serves the elderly population in Hinds county, offers grant funding to provide congregate meals, home-delivered meals, transportation, and outreach services to elderly individuals; and

WHEREAS, the CMPDD awarded the City of Jackson federal funds in the amount of Four Hundred Fifty-Seven Thousand Two Hundred and Ninety-Six Dollars ($457,296.00), program funds in the amount of One Hundred Dollars ($100.00), and state funds in the amount of Five Thousand Four Hundred and Seventeen Dollars ($5,417.00) to assist with outreach, transportation, home delivery of meals, congregate meals, etc.; and

WHEREAS, the City must provide a local cash match of Three Hundred Forty-One Thousand and Eighty-Nine Dollars ($341,089.00), which will be provided from the general fund: and

WHEREAS, the City agrees to provide the required cash and or in-kind match for the project. The match must be identifiable and documented in the accounting records; and

WHEREAS, the Central Mississippi Planning and Development District proposes that the City of Jackson enter into a one-year agreement commencing on October 1, 2024, and expiring on September 30, 2025; and

WHEREAS, the City of Jackson must submit a request for funds by the 15th calendar day of each month to receive monthly reimbursement under the agreement; and

Agenda Item No.: 4D
11.19.24
(Keeton, Lumumba)

WHEREAS, the CMPDD will reimburse the City no more than the federal and state amount as listed in the contract; and

WHEREAS, the City shall maintain Workers' Compensation insurance which shall inure to the benefit of all City personnel performing services under this Agreement. Prior to the disbursement of funds to the City, the City shall procure a fidelity bond (employee dishonesty bond) for an amount of not less than 25% of the total amount of the cost of the contract without regard to the amount of the deductible; and

WHEREAS, if this contract is terminated for cause or convenience by the CMPDD or the City, the City will be entitled to an amount of federal funds which is equal to actual allowable, reasonable expenses incurred by the City in the performance of this contract, upon proper documentation that the matching share, if any, has been provided by the Contractor or designated donor. Any one-time or pre-paid expenses incurred, which may be reasonably pro-rated or proportionately refunded by the vendor(s), may, at the option of the CMPDD, become the property of the CMPDD; and

WHEREAS, the contract is subject to the availability of state and federal funds to finance the same and to the successful operation of the program funded under the contract; and

WHEREAS, the Department of Human and Cultural Services recommends that the governing authorities for the City of Jackson ratify and authorize the Mayor to execute a contract and related documents with CMPDD to accept grant funds to support the congregate meals, home-delivered meals, transportation, and outreach programs and authorizing the contribution of matching funds.

IT IS HEREBY ORDERED that the Mayor is authorized to execute a contract and related documents with CMPDD to accept grant funds to support the congregate meals, home-delivered meals, transportation, and outreach programs, and authorizing the contribution of matching funds is hereby ratified.

IT IS FURTHER ORDERED that the Department of Human and Cultural Services is authorized to provide Three Hundred Forty-One Thousand and Eighty-Nine Dollars ($341,089.00) from the general fund as the matching contribution.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any document(s) and/or agreement(s) that may be needed to effectuate this Order.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/16/24
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Contractual Agreement with Central Mississippi Planning and Development District to provide services to elderly citizens. Purpose is to provide congregate meals, home delivered meals, transportation, and outreach services to persons sixty years of age or older for the 2024-2025 fiscal year.
2.	**Mayoral Priority Addressed** o Public Safety o Economic Development o Housing o Infrastructure o Education	None
3.	**Public Policy Initiative** o Youth & Education o Crime Prevention o Changes in City Government o Neighborhood Enhancement o Economic Development o Infrastructure and Transportation o Quality of Life	Quality of Life
4.	**Who/What will be affected & Benefits**	Programs improve the quality of life for elderly/disabled residents of the City of Jackson.
5.	o Contract o Project **(Beginning date)** **(Completion date)**	October 1, 2024 -September 30, 2025
6.	**Location:** **Ward:** **CITYWIDE (yes or no)** **(area)** **Project limits if applicable**	Citywide
7.	**Action implemented by:** o Mayor's Office o City Department o Consultant	Department of Human and Cultural Services Senior Services Division
8.	**COST**	$803,902
9.	**Source of Funding** o General Fund o Enterprise o Grant o Bond **Other**	Federal $457,296 State $5,417 Local $341,089 Program Income $100
10.	**EBO participation**	ABE ____% WAIVER yes ___ no ___ N/A ___ AABE ____% WAIVER yes ___ no ___ N/A ___ WBE ____% WAIVER yes ___ no ___ N/A ___ HBE ____% WAIVER yes ___ no ___ N/A ___ NABE ____% WAIVER yes ___ no ___ N/A ___

MEMO

TO: **The Honorable Chokwe A. Lumumba**
Mayor

FROM: **Pamela Scott, Director, Ph.D., LCSW**
Department of Human and Cultural Services

DATE: **October 16, 2024**

SUBJECT: **ORDER AUTHORIZING CMPDD CONTRACTUAL AGREEMENT**

This agenda item authorizes the execution of a contractual agreement with Central Mississippi Planning and Development District to provide Congregate Meals, Home Delivered Meals, Outreach Services, and Transportation Services to the elderly citizens in the City of Jackson. The term period is from October 1, 2024 through September 30, 2025. Funding to be applied to this program is as follows: federal funding of $457,296; state funding of $5,417; local cash match of $341,089; and program income donations in the amount of $100. The contract total is $803,902.00.

Should you desire additional information, please do not hesitate to notify me.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY 10/31/24

This **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT AREA AGENCY ON AGING ("CMPDD") TO ACCEPT GRANT FUNDS TO SUPPORT THE CONGREGATE MEALS, HOME-DELIVERED MEALS, TRANSPORTATION, AND OUTREACH PROGRAMS OF THE CITY OF JACKSON AND AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS** is legally sufficient for placement in NOVUS Agenda.

11/4/24
Date

Drew Martin, *City Attorney*
Sondra Moncure, *Special Assistant* S.M. 10/31/24
Justin Powell, *Deputy City Attorney* JP 10-30-24

CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

STATE OF MISSISSIPPI
COUNTY OF CITY OF JACKSON

CONTRACT FOR CITY OF JACKSON

1. Parties - The parties to this Contract are Central Mississippi Planning and Development District (herein called the "Agency) and the City of Jackson (herein called "Contractor").

2. Purpose - The purpose of this Contract is to engage the services of the Contractor to perform the following services Outreach, Congregate Meals, Home Delivered Meals, and Transportation Services Quality Assurance Standards under the following sources of funding Title IIIC-I, Title IIIC-2, Title XX and Title IIIB. Any change of the intent of this Contract must be in writing and mutually assented to by both parties.

3. Service Objectives and Cost - The Contractor shall provide, in an expedient and satisfactory manner as determined by normal, reasonable circumstances, the services described in Exhibit B, entitled Service Objectives and Cost. Services shall be performed in accordance with the Quality Assurance standards attached hereto and made a part of the Contract thereof by reference as Attachments.

4. Period of Performance

(1) This Contract shall begin on **October 1, 2024.**

(2) This Contract shall end on **September 30, 2025.**

5. Location of Service - Services will be provided in the area(s) of City of Jackson.

6. Cost of Contract - Funding for this Contract will not exceed the amounts shown below:

	Federal	State	Local Cash	Local In-Kind	Program Income	Total
Title III B	21,250	1,250	11,696			34,196
Title III C1	70,833	4,167	41,520		100	116,620
Title III C2						
Title III D						
Title V						
NSIP	58,956					58,956
NFCSP						
SSBG	306,257		287,873			594,130
Special State						
Total for Contract	**$457,296**	**$5,417**	**$341,089**	**$0**	**$100**	**$803,902**

This Contract is subject to the availability of funds from all resources. Of the total amount of Local cash/in-kind $ 341,089 local cash and $0 local in-kind will be provided by the "Contractor." The budget or Service Objectives and Cost are herein made a part of this Contract by reference as reflected in Exhibit(s).

7. Method of Payment - This is to be a (n) (unit cost/cost reimbursement/advance) Contract. The Contractor shall submit to the Agency a Request for Funds by the fifteenth calendar day of each month that the Contract is in force. The Agency shall process the Requisition for Funds in its normal course of business, and if it is found in order, shall cause payment thereon to be made. For any Request for Funds to be processed, the Agency must receive monthly Program Reports and Financial Reports as outlined in Section 8 of this Contract. (On performance based/unit of service Contracts, the advance request must be based upon the projected number of units of service multiplied by the unit cost less local match and program income.)

8. Financial and Program Reporting Requirements:

The Contractor shall submit to the Agency program reports and financial reports as follows:

	Frequency	Due Date
Service Provider Log(s)	Monthly	5th working day
Programmatic Reports	Monthly	5th working day
Financial Report	Monthly	15th
Final Financial Report	Annually	September 30, 2025

9. General Terms and Conditions - This Contract is hereby made subject to the terms and conditions included in Exhibit A entitled "General Terms and Conditions" which is attached hereto and made a part hereof by reference.

10. Special Terms and Conditions - This Contract is hereby made subject to the terms and conditions included in Exhibit C, entitled "Special Terms and Conditions," which is attached hereto and made a part hereof by reference.

IN WITNESS WHEREOF the Agency and the Contractor have executed this Contract on the 1st day of **October.**

CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT/
AREA AGENCY ON AGING

ATTEST: _____ **BY:** _____
Authorized Official
Michael Monk, Chief Executive Officer

SUBCONTRACTOR:

ATTEST: _____ **BY:** _____

TITLE: _____

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. Termination of Contract for Cause - If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the terms of this Contract, the Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In that event, all personal property, cash, or other assets which, if the Contract had been completed, would have been required to be furnished to the Agency or were purchased with funds furnished to the Contractor under this Contract and all finished or unfinished documents, reports or other materials prepared by the Contractor under this Contract shall at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

   Not withstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Contract by the Contractor, and the Agency may withhold any payments to the Contractor for the purpose of off set until such time as the exact amount of damages due the Agency from the Contractor is determined.

   This section shall apply to all representatives, third parties, and/or consultants/Contractors selected or employed by the Contractor.

2. Termination for Convenience of Agency - The Agency may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 1 above shall, at the option of the Agency become its property. If the Contract is terminated by the Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total services of the Contractor covered by the Contract, less payments of compensation previously made.

3. Renegotiations or Modifications - The Agency may, from time to time, require renegotiations or modifications in the Scope of the Work of the Contractor to be performed hereunder. Such renegotiations or modifications, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor, shall be incorporated in written amendments to this Contract.

4. Assignability - The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written consent of the Agency thereto; provided however, that claims for money due or to become due to the Contractor may be assigned to a bank, trust company or other financial institution without such approval.

5. Interest of Contractor - The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

6. Confidentiality - Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Agency request to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

   All information regarding applicants for any recipients of services under this program shall be available only to those persons authorized in writing to receive same by the Agency and client. The Contractor assumes any and all liability and responsibility for such authorized disclosures.

7. Insurance - Contractor shall maintain Workers' Compensation insurance which shall inure to the benefit of all Contractors's personnel performing services under this Agreement. Prior to the disbursement of funds to the Contractor, the Contractor shall procure a fidelity bond (employee dishonesty bond) for an amount of not less than 25% of the total amount of the cost of the Contract without regard to the amount of the deductible. The Contractor shall furnish proof of the required bond to the Agency. The required fidelity bond shall be one that does not limit the period of discovery or recovery of a loss for less than three (3) years from the expiration date of this Contract. A loss payable provision shall be included in the bonding policy to the effect that any loss will be payable to the Contractor, the Agency and the additional insured. Non-employees shall not be allowed to handle any cash monies under programs covered by this contract. If there be any property procured by means of this contract (#11), CMPDD, Inc. should be listed as a "loss payee" under the insurance policy covering that property.

   Prior to the disbursement of funds to the Contractor, the Contractor shall procure a comprehensive general liability insurance policy which covers premises, operation, products/completed operations, hazard, and independent Contractors, bodily injury and property damage plus an appropriate medical expense coverage.

8. Participant Complaints - The Contractor shall adhere to procedures for resolving complaints of program participants as are outlined in the Division of Aging and Adult Services' (DAAS) Policies and Procedures Manual.

9. It is expressly agreed by the parties that no payments made or accepted under this Contract shall be used as or deemed to be evidence of the acceptance of performance under the Contract as satisfactory or the satisfactory compliance with its provisions. It is expressly agreed that strict performance of the terms and provisions of this instrument shall be deemed the essence of the Contract.

10. Indemnification - It is expressly agreed that the Contractor shall hold the Agency and Mississippi Department of Human Services Division of Aging and Adult Servicers harmless and completely indemnify them from any and all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever as a result of this Contractual agreement, including court costs and attorney=s fees, arising out of or caused by the Contractor and its employees, agents, officers, contractors, and/or subcontractors in the performance of this Contract.

11. Property - Title to any and all property purchased by the Contractor, including equitable title to be leased or rental property, the cost of which the Contractor is reimbursed by the Agency, shall at the time of reimbursement pass to and vest in the Agency. The Contractor agrees to relinquish any and all such property upon termination or expiration of this Contract or upon thirty day notice from the Agency. It is understood and agreed that all equipment, the title of which is not vested in the Agency shall be returned to the owner within a reasonable time after the expiration of this agreement. In the event of default by the Contractor of this agreement, the Contractor waives right to receive notice from the Agency with respect to the possession or disposition of property to which the Agency has title. **(Refer to Sub-grantee Manual for additional information.)**

12. Non-Waiver of Breach - No assent, express or implied by these parties to the breach of any of the covenants, terms, provisions, or assurances of this Contract shall be deemed to be waiver of any succeeding breach of the same or any other covenant, term, provision, or assurance of the Contract.

13. Monitoring - Agency and other authorized officials retain the right to conduct on-site fiscal and program monitoring evaluations and assessments of any aspect of this Contract without notice. All documentation shall be available for inspection without prior notice. Following on-site monitoring a letter will be written to the Contractor with findings and will include any deficiencies noted during the visit. The Contractor is required to respond in writing to the Agency within ten working days concerning the correction of deficiencies. **(Refer to Page 6, Items 1 and 2 for non-compliance.)**

14. Fiscal Management and Accountability - The Contractor will establish for funds under this Contract accurate and current accounting records that meet all local, state and federal regulations. Contractor will maintain documentation that reflects expenses were incurred properly and required match is adequately met and is recorded in the accounting records. Contractor shall provide for an audit to be conducted at the end of the Contractor's fiscal year at the Contractor's expense and a copy of the audit will be provided to Agency. The audit shall adhere to standards and requirements outlined in the Office of Management and Budget publication and the General Office of Accounting Publication.

15. The Contractor must provide for "separate" accounting in the bookkeeping system for receipts and expenses (revenues and expenditures) of the Agency and contractor program monies for monitoring, audit and financial statement presentation purposes. The prior statement specifically applies to "line item" budgets. However, unit price contracts must identify, in the accounting records, by program revenue account documented in-kind or cash match as required by the federal guidelines.

16. Audit and Records - The Contractor shall maintain financial and programmatic records, reports, documents and other evidence relating to funds paid under this Contract as required by the Agency. The Contractor shall utilize accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

17. Subgrantees must have a single-audit conducted, in accordance with 2 C.F.R. §200.514, by an independent auditor if the Subgrantee expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards. Total federal grant awards not only include those received from the MDHS, but also those received from any other source.

In compliance with 2 C.F.R. §200.512, Report Submission, subgrantees must electronically submit a data collection form and the reporting package directly to the Federal Audit Clearinghouse designated by OMB.

A subgrantee that expends Federal financial assistance during the subgrant's fiscal year of:

A. Less than $750,000.00 shall be exempt from Federal audit requirements unless the subgrantee meets a requirement in 2 C.F.R. §200.503. However, the subgrantee must make records available for review by the appropriate officials and cannot constrain in any manner such as a Federal or State agency, from carrying out or arranging audits;

B. $750,000.00 or more under only one (1) Federal program and the Federal program's statutes, regulations or the terms and conditions of the Federal award do not require a financial statement audit of the subgrant, may elect to have a program-specific audit in accordance with 2 C.F.R. §200.507; or

C. $750,000.00 or more under more than one (1) Federal program shall have an organization wide audit performed in accordance with 2 C.F.R. §200.501(c).

Program-Specific Audit If the subgrantee meets the applicable standard for a program-specific audit, it must follow Generally Accepted Government Auditing Standards (GAGAS) and the program specific audit guide. A listing of current program-specific audit guides can be found in the compliance supplement provided on the Office of Management and Budget website.

If a current program specific audit guide is not available, the contractor and auditor must have basically the same responsibilities for the Federal program as they would have for an audit of a major program in a single audit. Reference 2 C.F.R. §200.507

18. Financial Reporting – The Contractor shall submit to the Agency, in such form and reasonable detail as the Agency may require, a monthly Financial Report, supported by a certified statement of the total costs actually incurred to date in performing the Scope of Services of this Contract and containing further certification that the costs previously incurred under this Contract have not been charged to any other federally funded project. The monthly Financial Report shall be submitted by the fifteenth (15th) day of the month, subsequent to the month in which the costs were incurred. The failure of the Contractor to meet these audit submission requirements will be considered by the Agency in contracting with the Contractor in any future program year(s).

If the audit report submitted includes questioned costs, or findings, the Contractor shall take steps to clear questioned cost and findings within 90 days after audit report has been filed. In order for the Agency to continue funding the program, the Contractor shall see that the auditor reviews the corrections and submits to the Agency a letter verifying that the findings and questioned cost have been cleared. The Contractor shall retain all records and documents relative to this Contract for three (3) years after expiration of this Contract. Contractor shall not utilize funds for any unbudgeted item without prior written authorization from Agency.

Accordingly, any modifications, changes, or waivers pertaining to this Contract shall be valid only when both parties have agreed in writing and acknowledged their agreement with signatures.

19. Shall comply with all Federal and State statutes relating to discrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, prohibiting discrimination on the basis of race, color, or national origin;

Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;

Title VIII of the Civil Rights Act of 1968, as amended, relating to non-discrimination the sale, rental, or financing of housing;

Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of gender in federally assisted education programs and activities;

Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicaps; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);

Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, and handicap;

Drug Abuse Office and Treatment Act of 1972, as amended, relating to non-discrimination on the basis of drug abuse;

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;

Sections 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and

Any other non-discrimination provisions in the specific statute(s) under which these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this subgrant or award.

Political activity, the Contractor will comply with the provisions of the Hatch Act which limit the political activities of employees.

Wage and hour laws, the Contractor will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.

The Contractor will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

20. The Contractor will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L.91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

21 The Contractor will give the Agency, DAAS, Federal Grantor Agency or the Comptroller General through any authorized representative the access to and the right to examine all records or documents related to this Contract at any time.

22. The Contractor will comply with all requirements imposed by the Federal Grantor Agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Federal Management Circulars

A-102, A-110, A-122, A-133 and A-87, the A Common Rule@, as may be applicable. The Contractor shall carry out all regulations, rules and orders issued by the U.S. Government Grantor Agency. The Contractor certifies and agrees that it is under no Contractual or other disability, which would prevent it from complying with these requirements. Compliance with all regulations, rules, and orders of the U.S. Government Grantor Agency or its designated representative issued prior to approval by the Government of the Application for this Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the Contractor, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor, its successors and assigns to the sanctions specified by this Contract, and to such sanctions as are specified in the regulations.

23. The Contractor will provide services at consistent levels throughout the Contract period.

24. The Contractor will provide services in accordance with the proposal submitted to the AAA.

25. The Contractor agrees that it will not engage in any activity, directly or indirectly (whether as a partner, individual, joint venture, agent for a person, entity, officer, director, shareholder or employee of firm or other corporation) that would provide monetary gain and produce a conflict of interest or appearance of conflict of interest with the responsibilities of this Contract. This provision shall further restrict the solicitation of work, projects and other activities within the Agency's seven-county area so as to compete directly with the Planning and Development District whether there is a specific monetary gain identified or not. For the purpose of this agreement, competition is normally defined as directly bidding or submitting proposal for a specified project, job, or work assignment where this Agency is also seeking to be selected to perform the same work. This clause shall be in effect for the duration of this Contract and a one (1) year period from the date the Contract is terminated.

26. The contractor agrees to target services to the following groups: **older individuals who have the greatest economic need** (with particular attention to low-income older individuals, including low-income minority individuals, older individuals with limited English, older individuals residing in rural area); **individuals who have greatest social need** (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English, older individuals residing in rural areas) and of **older individuals at risk for institutional placement.**

27. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known

as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to (1) year, or (c) both. In the event of such termination cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of "license or permit." Any Agreement entered into between the Contractor and its Subcontractors shall contain the E-Verify clause with which said Subcontractors shall comply in hiring their employees.

28. The Contractor must be registered with www.sam.gov and maintain no active exclusions.

29. Shall comply with the Pilot program for enhancement of contractor employee whistleblower protections (48 CFR 3.908-3, 48 CFR 52.203-17 and 41 U.S.C. 4712). Specifically, the contractor/lower-tier contractor shall provide written notification to all employees, of the contractor/lower-tier contractor, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 CFR 3.908 of the Federal Acquisition Regulation. Contractor shall also include in each agreement with lower-tier contractor the required whistleblower provisions, as mandated in 48 CFR 52.203-17.

30. Shall comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system;

31. Shall comply with Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this contract;

32. Shall comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this contract.

33. Shall provide certification to comply with the Drug-Free Workplace Act of 1988;

34. Shall comply with The Privacy Act of 1974 (5 USC §552a) related to gathering and disclosure of information and documentation maintained on individuals;

EXHIBIT B
REPORTING NO. 1535-25
CFDA NO. 93.044

SERVICE OBJECTIVES AND COST

Under this contract, the Provider agrees to provide a total of 25,000 units of service as described below at a rate of $13.25028 per unit, during the term of this contract for a total amount not to exceed $331,257. Of the total cost for the provision of the above number of units of service, the Provider agrees to furnish a total of $200,000 local cash and $____ local in-kind match.

The Federal portion reimbursable to the Provider by CMPDD for the provision of the above number of units of service shall not exceed the rate of $13.25028 per unit, during the term of this contract, for a total Federal/State amount of $131,257.

The total unit of rate is made up of the following amounts from the source of funds reflected:

$131,257	Federal
____	State
200,000	Local Cash
____	Local In-Kind
____	Program Income
$331,257	Total

Federal funds budgeted for this service are from the Title XX grant.

Service Transportation Unit of Service Definition: Traveling of older persons to and from community resources for the purpose of obtaining needed services.

Geographic Areas To be served	#Units of service	Unit Cost
City of Jackson	25,000	$13.25028

**** City of Jackson has entered into a contractual agreement with Jackson Medical Mall to carry out the senior transportation services.**

EXHIBIT B
REPORTING # 1125-25
CFDA # 93.045 NSIP# 93.053

SERVICE OBJECTIVES AND COST

Under this contract, the Provider agrees to provide a total of 30,000 units of service as described below at a rate of $4.495 per unit, during the term of this contract for a total amount not to exceed $134,860. Of the total cost for the provision of the above number of units of service, the Provider agrees to furnish a total of $41,520 local cash and $0 local in-kind match.

The Federal portion reimbursable to the Provider by CMPDD for the provision of the above number of units of service shall not exceed the rate of $4.495 per unit, during the term of this contract, for a total Federal/State amount of $93,240.

The total unit of rate is made up of the following amounts from the source of funds reflected:

$ 89,073	Federal	($18,240 USDA)
4,167	State	
41,520	Local Cash	
0	Local In-Kind	
100	Program Income	
$134,860	Total	

Federal funds budgeted for this service are from the Title III C1 grant.

Service Congregate Meals
Unit of Service Definition: A congregate meal is a hot or other appropriate nutritionally balanced meal which meets one-third of the current daily recommended dietary requirement.

Geographic Areas to be served	# Units of service	Unit Cost
City of Jackson	30,000	$4.495

EXHIBIT B

REPORTING # 1545-25
CFDA # 93.045 NSIP# 93.053

SERVICE OBJECTIVES AND COST

Under this contract, the Provider agrees to provide a total of 50,895 units of service as described below at a rate of $5.965 per unit, during the term of this contract for a total amount not to exceed $303,589. Of the total cost for the provision of the above number of units of service, the Provider agrees to furnish a total of $87,873 local cash and $0 local in-kind match.

The Federal portion reimbursable to the Provider by CMPDD for the provision of the above number of units of service shall not exceed the rate of $5.965 per unit, during the term of this contract, for a total Federal/State amount of $215,716.

The total unit of rate is made up of the following amounts from the source of funds reflected:

$215,716	Federal	($40,716 USDA)
0	State	
$ 87,873	Local Cash	
0	Local In-Kind	
0	Program Income	
$303,589	Total	

Federal funds budgeted for this service are from the Title XX grant.

Service Home Delivered Meals
Unit of Service Definition: A home delivered meal is a nutritionally balanced meal delivered to the home of a person who is unable to leave his/her home without assistance. Persons with a Level II score of 22 or above on the screening instrument are eligible for home delivered meals.

Geographic Areas to be served	# Units of service	Unit Cost
City of Jackson	50,895	$5.965

EXHIBIT B
REPORTING NO. 1035-25
CFDA NO. 93.044

SERVICE OBJECTIVES AND COST

Outreach Service Definition:

Outreach is the extending of services or activities beyond the current or usual limits, including intervention activities to reach out, search for and identity targeted groups or older individuals; making one to one contact to assess needs, to inform and encourage their use of available resources and to make appropriate referrals.

The minimum number of new contacts per month for a full-time Outreach Workers' activity will be 60. For a part-time Outreach Worker contacts will be based on the percentage of time charged under the outreach contract. Example: If an Outreach Worker is charged 20 % to the program, new contacts per month will be 12. Participation at Health Fairs by Outreach Worker maybe counted as one (1) contact.

Geographic Area to be Served: City of Jackson

BUDGET

Salaries – One (1) Outreach Worker =	$25,900
Fringe Benefits @ 32.03% =	$8,296
	$34,196

Total Federal Resources	$21,250
Total State Resources	$ 1,250
Total Local Cash	$11,696

Total Budget = $34,196

EXHIBIT C

SPECIAL TERMS, CONDITIONS, AND ASSURANCES

1. Any publications, advertisements, public notices, periodicals or articles regarding the service(s) funded through this Contract will include the state DAAS as a source of funding.

2. Recruitment - The Contractor shall recruit and select eligible individuals in sufficient numbers to fill promptly and keep filled to the extent feasible all authorized slots. Applicable to only Title V programs.

3. Budget - The Contractor shall expend funds only according to the budget which is attached hereto and made a part hereof. The Contractor shall obtain written approval from the Agency prior to altering the budget in any way.

4. Return of Funds - The Contractor agrees that any funds advanced and not expended shall be considered Federal funds and shall be returned to the Agency.

5. Training - The Contractor shall send personnel to training as required by the Agency.

6. Holidays - Workers employed under this Contract will take holidays on those days designated by the Board of Directors or other authorized body or official of Clinton Christian Community Corporation.

7. Consultation - The Agency shall furnish consultation and technical assistance to the Contractor. The Agency shall also furnish information or resources to aid the elderly and eligibility requirements for services for the elderly offered on a regional or state basis.

8. Reporting Forms - The Agency shall provide formats and forms for program and financial reporting based on policies established by the Agency, the DAAS, and the Administration on Aging. The Contractor must have, in place, a system of documenting units of service provided to each client. This system must be approved by CMPDD.

9. Name of Payee - The legal name of the official payee to whom the Agency shall issue checks to is City of Jackson.

10. All Terms and Conditions Included in the Contract - This Contract contains all the terms and conditions agreed upon by the Agency and the Contractor. No other agreement, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or to bind either the Agency or the Contractor.

11. Program Specialists - The Program Specialist will serve in a liaison capacity between the State Division of Aging and Adult Services and the Contractor. The Program Specialists will provide technical assistance and consultation regarding the planning operation of the project and will coordinate project activities within the Agency.

12. Program Monitor/Auditor - The Program Monitor/Auditor will monitor the fiscal and programmatic operations of the Contractor to insure compliance with Title III and Title XX regulations and will also monitor activities to insure compliance with the objectives set-forth in the Contractor's proposal(s).

13. Local Non-Federal Participation - The Contractor agree to provide the required cash and or in-kind match for the project. The match must be identifiable and documented in the accounting records.

14. Collection of Data - The Contractor must assist the Area Agency in its collection of statistically valid data with evaluative conclusions concerning the unmet need for supportive services, nutrition services and multipurpose senior centers and any other reporting requirements.

15. Follow-up Services - The Contractor shall, with the consent of the older person, or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger.

16. Service Provider Requirements

a) Provide the Area Agency, in a timely manner, with statistical and other information which the Area Agency requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State under 1321.13;

b) Provide recipients with an opportunity to contribute to the cost of the service as provided in 1321.67;

c) With the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger;

d) Where feasible and appropriate, make arrangements for the availability of services to older persons, in weather-related emergencies;

e) Assist participants in taking advantage of benefits under other programs

17. Additional Aging Services - The Contractor shall assist participants in taking advantage of benefits under other programs.

18. Coordination of Services - The Contractor shall assure that all services funded under this program are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

19. Targeting - The Contractor shall assure that preference will be given to providing services to older individuals with greatest economic or social needs, with particular attention to low-income minority individuals at least in proportion to the number of low-income minority older persons in the population serviced by the Contractor. Additionally, priority will be given to case management clients and those persons with severe disabilities including those having Alzheimer's disease or related disorder.

20. Late Reporting Sanctions - All monthly **Financial** Reports are due by the 15th of each month for the prior month's activities per Contract. All monthly **programmatic** reports are due on the 5th day of the month.

If everything (reports, etc.) is found to be in order, Cash Requests will be processed in the "Normal Course of Business" - per Contract. "Normal Course of Business" is usually at month end and around the twelfth (12th) to the fifteenth (15th) of each month (twice per month) in order for payrolls to be met as well as other operating costs of the sub-recipients.

If financial reports are not received by the 15th of the month and programmatic reports are not received by the 5th day (i.e., late), a letter will be sent to the Director and/or the signee of the Contract requesting the status, etc., of the report and the related Cash Request will not be processed until around the middle (12th - 15th) of the subsequent month.

If the reports are late two (2) months in a row, another letter will be forthcoming along with the phone call to the Director/signee of the Contract requesting an explanation. If late reporting becomes a recurring problem, a meeting will be called with the Director/ signee of the Contract to discuss possible remedy or termination of the Contract.

21. Reimbursement - The Central Mississippi Planning and Development District will reimburse to the Contractor no more than the Federal and State amount as listed in the Resource section of the budget.

22. Personnel Policies - The Contractor shall have approved Personnel Policies and Procedures. These documents must be available for review by the Agency upon request.

23. Screening Procedures - All persons receiving services shall have a screening instrument completed on him/her by trained personnel annually. An applicant new to the Agency shall not receive services until he/she has been screened.

24. Contribution Schedule - The Contractor may develop a suggested contribution schedule. In developing a contribution schedule, the Contractor must consider the income ranges of older persons in the community and the Contractor's other sources of income. However, means tests may not be used for any services funded through the Area Agency on Aging.

25. Participant Contributions/Program Income - The Contractor shall provide recipients with an opportunity to contribute to the cost of the service. With services rendered with funding under the Older Americans Act and any other funding through the Area Agency on Aging, the Contractor shall assure the following guidelines:

a) Each older person shall be provided with an opportunity to voluntarily contribute to the cost of the service;
b) The privacy of each older person shall be protected with respect to his or her contributions;
c) Appropriate procedures shall be established to safeguard and account for all contributions;
d) Supportive services and nutrition services contributions shall be used to expand supportive services and nutrition services respectively;
e) No older person may be denied a service because the older person will not or cannot contribute to the cost of the service;
f) Locked boxes shall be used for contributions;
g) The overall responsible person for the Contractor or his designee shall have the keys to the locked boxes;
h) The site manager or driver shall take the box once a week to the overall responsible person who will count money with him/her;
I) The overall responsible person or his/her designee shall issue receipts to the site manager or driver for monies received;
j) The site manager or driver shall sign his/her name to the receipt along with the signature of the person responsible or his/her designee;
k) The Contractor shall assist all participants who desire assistance and shall provide the opportunity for individuals to use food coupons as their contribution toward the cost of the meal.

l) Program income will be safeguarded in accordance with policy established by Division of Aging and Adult Services via Information Bulletin No. 86-6.

m) Program income will be expended first prior to expenditure of any federal, state or local funds.

26. Program Reporting - The Contractor shall provide the Agency in a timely manner, in such form and reasonable detail reports on the program(s) operated with funds under this Contract such as statistical and other information which the Agency requires in order to meet planning, coordination, evaluation and reporting requirements.

27. Availability of Funds - This Contract is subject to the availability of State and Federal funds to finance the same and to the successful operation of the program funded under this Contract.

28. Method of Determining the Amount to Which the Contractor is Entitled in the Event of a Termination of Contract for Cause or Convenience by Agency or Contractor - If this Contract is terminated for Cause or Convenience by the Agency or the Contractor, the Contractor will be entitled to an amount of federal funds which is equitable to actual allowable, reasonable expenses, incurred by the Contractor in the performance of this Contract, upon proper documentation that the matching share, if any, has been provided by the Contractor or designated donor. Any one-time or pre-paid expenses incurred which may be reasonably pro-rated or proportionately refunded by the vender(s), may, at the option of the Agency, become the property of the Agency.

Examples of this type expenditure, but not limited to those enumerated, are: insurance, rent, postage, and unused supplies. Any payment previously made shall be deducted from the total amount of expenses incurred.

29. Inventory - All Contractors must maintain a written physical inventory of equipment purchased.

30. Costs in Excess of Contract - All costs incurred in excess of Contract amount shall be required to be covered by the Contractor.

31. Adjustment - Any funds due the Agency as a result of a subsequent audit of this Contract (project) must be returned to the Agency. Any Federal/State funds which may be due the Contractor by the Agency provided the project is still open and has not been closed with the Agency's Grantor Agency thereby allowing the funds to be drawn down. If the project has been closed, the Agency will not be able to satisfy any subsequent claims.

32. Payment of Meals - All payments under the raw food category in the nutrition budgets will be paid by the Central Mississippi Planning and Development District directly to the food vendor. If the budgeted cost of the meals exceed the federal and state resources available, then the Contractor must provide the Agency with Program Income (i.e., contributions) generated and/or local cash dollars in sufficient amounts to cover the actual cost of the meals, provided the Agency is paying the meals provided on behalf of the Contractor.

33. Program Income (Meals Program) - When meals are paid for by Central Mississippi Planning and Development District, program income must be spent for program management and/or delivery costs. However, if the program income exceeds project management and/or delivery costs, program income must come to the Agency to pay for meals. Program Income is to be reported on both a monthly and cumulative amount basis on the monthly financial report and on a monthly basis on the monthly contribution report.

34. NSIP – NSIP shall supplement for each meal served by the Contractor at a rate established by the U. S. Department of Agriculture.

35. Congregate Meal Employees and Volunteers - Employees working at congregate sites under the age of sixty and who eat a meal shall pay the full cost of the meal. Volunteers shall be requested to make a contribution for each meal served to them.

36. Home Delivered Meals - If an individual is requesting home delivered meals and there is another individual in the household capable of preparing a meal, the request for a meal may be denied. A home delivered meal participant or his/her designee shall be responsible for notifying the Contractor, either directly or through the person delivering the meal, of any change in his/her circumstances (i.e., death of spouse, recovery from illness, individual capable of preparing meal moving into household, etc.) In addition, the Contractor shall assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, otherwise isolated, shall be given priority in the delivery of services. Additionally, the spouse of the older person, regardless of age or condition, may receive a home delivered meal if, according to criteria determined by the Area Agency, receipt of the meal is in the best interest of the homebound older person.

37. Procedures for Closure of Nutrition Sites and Delivery of Meals Due to Weather Conditions - The decision not to serve meals will be made by the Central Mississippi Planning and Development District Program Specialist in conjunction with TRIO(VMS).

The Contractor will be notified by CMPDD staff of the decision to close the nutrition sites. The Contractor will be responsible for notifying the participants via the news media (television, radio) in their area.

Cold packs will not be routinely provided in emergency situations; however at times TRIO may have food items available to prepare cold packs. If Contractors wish to request cold packs, this request must be made through the Agency. Agency staff will confer with staff and the decision to provide/not to provide cold packs will be made between the two. TRIO will require a two-week notice to prepare cold packs in a normal situation.

As an emergency backup, **shelf- stable meals** should be ordered from TRIO before November 1, of each year. TRIO will maintain an inventory of at least two days supply of **shelf-stable meals** for the number of meals needed for the homebound and/or as determined by the AAA/service provider. Trio shall deliver the **shelf- stable meals** to the sites one or two days before impending emergency for distribution. TRIO will confer with the AAA/service provider concerning delivery and the option of storing the **shelf-stable meals** at the designated site.

38. Mississippi Department of Human Services' Sub-grantee Manual requirements are made a part of this Contract by reference.

39. Contract Extension - Based upon satisfactory performance of services by the Contractor, the Agency reserves the right to extend this Contract up to three years.

40. The effective date of this Contract is October 1, 2024. Contracts should be executed and returned to this office no later than October 25, 2024.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, the Sub-grantee certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including Subcontracts, Sub-grants, and Contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

DEBARMENTS, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549 and 12689, Debarment and Suspension:

A. The Sub-grantee certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by a Federal department or Agency;

(b) Have not within a three-year period preceding this sub-grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

B. Where the Sub-grantee is unable to certify to any of the statements in this certification, him or she shall attach an explanation to this form.

DRUG-FREE WORKPLACE
(SUBGRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988:

A. The Sub-grantee certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sub-grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The sub-grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee engaged in the performance of the sub-grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the sub-grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying Central Mississippi Planning and Development District/Area Agency on Aging, in writing, within 10 calendar days after receiving notice under subparagraph (d)\(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title to CMPDD/AAA. Notice shall include the identification number(s) of each affected contract;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)\(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposed by a Federal, State, or local health, law enforcement, or other appropriate Agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Sub-grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific sub-grant. Check ____ if there are workplaces on file that are not identified here:

Place of Performance (street addresses, city, county, state, zip code)

City of Jackson
6330 N. State St.
Jackson, MS 39202

As the duly authorized representative of the Sub-grantee, I hereby certify that the Subgrantee will comply with the above certifications.

SUBGRANTEE NAME AND ADDRESS:

City of Jackson
P.O. 17
Jackson, MS 39205-0017

DUNS# 199732731

AUTHORIZED SIGNATURE AND TITLE

DATE

ASSURANCE OF COMPLIANCE

Name of Organization: City of Jackson

HEREBY AGREES THAT it will comply with all service criteria and all standards included within service criteria for each proposed service under Title III, Older Americans Act, and Title XX, Social Security Act.

Failure to fulfill complete performance of services according to the service criteria could result in termination of any Contract entered into between Recipient and Central Mississippi Planning and Development District.

This assurance is binding on the Recipient, its successors, transferrers, and assignees. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Signed by: _____ Date: _____
(Authorized Official)

41

ORDER DECLARING PARCEL NUMBER 134-1 AS SURPLUS PROPERTY AND AUTHORIZING THE DONATION OF THE PARCEL PURSUANT TO SECTION 21-17-1(3)(a)(i) OF THE MISSISSIPPI CODE

WHEREAS, Section 21-17-1(3) of the Mississippi Code authorizes the governing authorities of a municipality to donate municipal property, that is not needed for municipal purposes, without having to advertise for and accept concealed competitive written bids and without appraisals if the governing authorities find, upon review of its minutes, that (1) the non-profit represented by the donee is recognized as a bona fide not-for-profit civic or eleemosynary corporation organized and existing under the laws of the State of Mississippi and granted tax-exempt status by the Internal Revenue; (2) donation of the property, as provided by law, is not necessary for the financial welfare of the municipality; and (3) the use of the property for which is to be sold will promote and foster development and improvement in the community in which it is located and the civic, social, cultural, economic or industrial welfare thereof; and

WHEREAS, pursuant to Section 21-17-1(3)(b)(i), if the governing authorities propose to donate property not needed for municipal purposes, pursuant to Section 21-17-1(3)(a), any deed or instrument of conveyance executed to the authority grant shall contain a reverter clause stating that the title to the property will revert to the municipality if the donee does not fulfill the purpose for which the property was conveyed and satisfies all conditions imposed on the conveyance within two (2) years of the date of conveyance; and

WHEREAS, the City of Jackson is the owner of certain real property described in an instrument recorded in Deed Book 1432 at Page 0466 in the Office of the Chancery Clerk of the First Judicial District of Hinds County; and

WHEREAS, the property described in Deed Book 1432 at Page 0466 has been assigned Parcel # 134-1; and

WHEREAS, the physical address of the subject property is 121 Rose Street, and the legal description for the subject property is as follows:

> *That block of land described as bounded by Capitol Street, Rose Street, Grand Avenue, and Armadale Street, containing five (5) acres, more or less, being the same land heretofore conveyed on December 20, 1948, by an Executors Deed from Robert E. Lake, Executor of the Estate of Viola E. Lake to City of Jackson, Mississippi, a municipal corporation, of the State of Mississippi, as Trustee of the Separate Municipal School District of Jackson, Mississippi. Said Deed recorded in Bokk 800 at page 555 in the office of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi.*

WHEREAS, on June 3, 2021, the Jackson Public School District's Board of Trustees voted to join a lawsuit or proceedings with the City of Jackson to sever the trust holding and governing the property and sell or lease it to the Cooley family or an entity organized by them who will use it for educational purposes; and

Agenda Item No.: 41
11.19.24
(Keeton, Lumumba)

WHEREAS, on September 2, 2022, the Chancery Court of Hinds County's First Judicial District entered a Judgment of Default in the matter of *In Re the Dissolution of the Testamentary Trust of Viola E Lake*, 25 CH1: 22-CV-00312, (Hinds, Sept. 02, 2022), that the trust be dissolved; that the subject property shall be titled to the City of Jackson subsequent to the dissolution of the trust; that the City of Jackson shall possess same until such time that there is a disposal; that the City of Jackson may dispose of the subject property in accordance with laws of the State of Mississippi; and if there is disposal of the property, the City of Jackson shall obtain the consent of the Jackson Public School District prior to disposing of same; and

WHEREAS, on August 20, 2024, the Jackson Public School District's Board of Trustees voted to approve the transfer of the subject property to the Center for Social Entrepreneurship; and

WHEREAS, the Center for Social Entrepreneurship is registered as a nonprofit corporation existing under the laws of the State of Mississippi and was granted tax exempt status under the Internal Revenue, Code Section 501 (c)(3).

WHEREAS, the Center for Social Entrepreneurship submitted an application to the Department of Planning's Surplus Property Division expressing an interest in purchasing the property for the purpose of *creating a youth thought and action education center,* named the Lillian M. Cooley Center; and

WHEREAS, municipal departments were notified of the existence of the property on February 1, 2024, and afforded ample opportunity to indicate need within five (5) business days; and

WHEREAS, on March 21, 2024, the Surplus Property Committee voted to recommend that the governing authorities declare the subject property surplus and donate it to the Center for Social Entrepreneurship in accordance with Section 21-17-1(3)(a); and

WHEREAS, the Surplus Property Committee voted that the deed shall include a reverter clause for the parcel to be utilized for charitable purpose on the subject property; and

WHEREAS, the subject property is undeveloped land and is not presently being used by the municipality; and

WHEREAS, a donation of the property as provided by laws requiring competitive advertisement and appraisals are not needed for the financial welfare of the City of Jackson; and

WHEREAS, the use of the property for the purpose of which it will be sold will promote and foster social, educational, cultural, and moral welfare of the community in which it is located; and

WHEREAS, on October 15, 2024, the Mississippi Department of Archives and History issued a letter that it had no objection to the transfer of this property with the new owners understanding of the Mississippi landmark designation of the property, and their responsibilities under the Antiquities Law of Mississippi provided in Miss. Code Ann. §39-7-1

WHEREAS, the best interest of the City of Jackson would be served by declaring the property referenced in this order surplus and authorizing donation to the Center for Social Entrepreneurship pursuant to Section 21-17-1(3)(a) of the Mississippi Code.

IT IS HEREBY ORDERED that the property described in Deed Book 1432 at Page 0466 in the First Judicial District of Hinds County Chancery Clerk's Office and having the physical address of 121 Rose Street and identified as Parcel #134-1 shall be declared surplus.

IT IS HEREBY ORDERED that a sale of the property described in Deed Book 1432 at Page 0466 and identified as Parcel # 134-1 using competitive advertising and appraisals are not needed for the financial welfare of the municipality; therefore, a donation in accordance with Section 21-17-1(3)(a) is proper.

IT IS FURTHER ORDERED, that the Mayor is authorized to execute a quitclaim deed, with a right of reverter, providing that the Center for Social Entrepreneurship may hold title to Parcel No. 134-1 only, so long as it is continued to be used for the civic, social, educational, cultural, moral, economic, or industrial welfare of the community, and that title shall revert back to the City of Jackson in the event of the cessation of such use for a period of two (2) years, to the Center for Social Entrepreneurship for the purpose of creating a youth thought and action education center.

IT IS FURTHER ORDERED, that this conveyance is subject to any and all easements, right-of-ways, and restrictions of record.

IT IS FURTHER ORDERED, that the City of Jackson retain any and all mineral rights as well as the right to ingress and egress to remove same.

Item# _____
Agenda Date: _____
By: (Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: October 28, 202

1.	**Brief Description/Purpose**	**ORDER DECLARING PARCEL NUMBER 134-1 AS SURPLUS PROPERTY AND AUTHORIZING THE DONATION OF THE PARCEL PURSUANT TO SECTION 21-17-1(3)(a)(i) OF THE MISSISSIPPI CODE**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1.Youth & Education 4. Neighborhood Enhancement
3.	**Who will be affected**	City of Jackson
4.	**Benefits**	To create a youth thought and action education center
5.	**Schedule (beginning date)**	Upon Approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 5
☐ ☐ 7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Planning and Development Department Real Estate Division
8.	**COST**	$0
☐ ☐ ☐ ☐ 9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ▪ **Bond** ▪ **Other**	N/A
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A _X_ AABE ____ % WAIVER yes ___ no ___ N/A _X_ WBE ____ % WAIVER yes ___ no ___ N/A _X_ HBE ____ % WAIVER yes ___ no ___ N/A _X_ NABE ____ % WAIVER yes ___ no ___ N/A _X_

MEMORANDUM

TO: Mayor Chokwe Lumumba

FROM: Jhai Keeton, Interim Director
Department of Planning and Development

DATE: October 28, 2024

RE: ORDER DECLARING PARCEL NUMBER 134-1 AS SURPLUS PROPERTY AND AUTHORIZING THE DONATION OF THE PARCEL PURSUANT TO SECTION 21-17-1(3)(a)(i) OF THE MISSISSIPPI CODE

The City of Jackson owns real property located at 121 Rose Street, which is undeveloped. After affording ample opportunity for municipal departments to indicate need for the subject property and no need being indicated, the Surplus Property Committee met and voted to recommend that the property be declared surplus and donated to the Center for Social Entrepreneurship in accordance with Section 21-17-1(3)(a) of the Mississippi Code.

The agenda item accompanying this memo requests that the council declare the property surplus and authorize the donation consistent with Section 21-17-1(3)(a).

cc: Yika Hoover, Deputy Director of the Office of Economic Development

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY 11/8/24

This **ORDER DECLARING PARCEL NUMBER 134-1 AS SURPLUS PROPERTY AND AUTHORIZING THE DONATION OF THE PARCEL PURSUANT TO SECTION 21-17-1(3)(a)(i) OF THE MISSISSIPPI CODE** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*
Ramona Williams, *Deputy City Attorney* RW

11/8/24
Date

City of Jackson, MS

3/20/2024

SURP-24-5

Surplus Property

Status: Active

Submitted On: 1/22/2024

Applicant

Kimberly Hilliard
601-953-8017
@ kimberly@cse-ms.org
P.O. Box 697
1225 Robinson St.
Jackson, MS 39205

Applicant Information

Applicant Full Name*

Kimberly Hilliard

Contact Name (if different from Applicant)*

Center for Social Entrepreneurship

Email Address*

kimberly@cse-ms.org

Contact Number*

6019538017

Mailing Address*

P.O. Box 697

City*

Jackson

State*

MS

Zip Code*

39205

Proposed Property

Parcel Number*

134-1

Physical Address*

121 Rose St.

Commercial or Residential*

Residential

What type of property is this?*

Structure

Proposed Use of the Property*

Donated from the City

Additional description of the proposed use.*

commercial construction

Current zoning*

R-4: Limited Multi-Family Residential District

How do you plan to use this property?*

Business

What type of ownership will this be?*

Non-profit

Proposed Project state date

05/01/2024

Proposed Project completion date

04/30/2025

Certain applications may require development plans that include financial data, site plans, conceptual drawings and/or sketches relative to the proposed construction/improvements

Project Narrative

Please explain your overall plan for this property*

The Center for Social Entrepreneurship (CSE), an 8-year-old neighborhood nonprofit, aids West Jackson residents, specifically in the iVillage neighborhood, to eliminate blight, harness talent, grow business, and engage civically.

We seek the Viola Lake House at 121 Rose St. to create a 3,000+ square foot youth thought & action education center called the Lillian M. Cooley (LMC) Center. CSE aims to develop unique cultural and community education experiences for neighborhood young people (and beyond) to discover the joy of learning and creating and help them identify their innate talent.

About the LMC Center: Talent-capturing, innovation-inspiring, state-of-the-art, entrepreneurial, kid-friendly, colorful, engaging, educational, solar-powered, sustainably built, life-changing for adolescent & young adult-focused, everything technology and serving iVillage and the City of Jackson kids with year-round educational activities such as: after school, summer camps, as well as programming for under & unemployed young people seekers to start a business or elevate through customized workforce development training.

Digital Signature of Applicant

Kimberly Hilliard
Jan 19, 2024

William Cooley
1067 Whisett Walk
Jackson, MS 39206

July 19, 2024

Ms. Mya Lee
City of Jackson, MS
Planning Department
200 S President St #229
Jackson, MS 39201

Dear Ms. Lee,

I am writing to you as the founder of the Center for Social Entrepreneurship (CSE), a nonprofit organization I established in 2016. Enclosed is the IRS 501(c)(3) letter of determination for your records.

CSE is dedicated to fostering innovative solutions to social problems in the targeted community – the iVillage neighborhood. Since its inception, we have worked to create sustainable development and positive change in this area of West Jackson.

As an example of this work, the Cooley Family has advocated for the ownership of the abandoned, blighted Viola Lake property to revive. The property was under a trust and joint ownership with the City of Jackson and the Jackson Public School District (JPSD).

We made strides in this endeavor, as the JPSD Board approved to *sever or terminate the trust holding and governing the property and sell or lease it to the Cooley Family or entity organized by them who will use it for the educational purposes.* This decision was documented in the JPSD Board Meeting Minutes from June 3, 2021, specifically on the last page. The referenced entity is CSE. Further, the Hinds County Chancery Court granted a petition to dissolve the joint trust on September 2, 2022. A copy of these documents is also attached.

Upon ownership, CSE intends to transform the Viola Lake property into a youth educational and entrepreneurship center. A full description of the plan is included in the Surplus Property Application SURP-24-5 filed with the City of Jackson's Planning Department on January 22, 2024.

Please feel free to contact me at your earliest convenience to discuss this project further or if you require any additional information.

Thank you for your time and consideration.

Sincerely,

William Cooley, Founder
Center for Social Entrepreneurship

cc: Kimberly Hilliard, PhD, CSE President and CEO

Enclosures:

- IRS 501(c)(3) Letter of Determination
- JPSD Board Meeting Minutes, July 2019
- Dissolution of Viola Lake Trust

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 01 2016

CENTER FOR SOCIAL ENTREPRENEURSHIP
C/O WILLIAM COOLEY
1400 FOURTH AVENUE
JACKSON, MS 39209

Employer Identification Number:
41-2228571
DLN:
17053364359025
Contact Person:
JO A CHRISTMAS ID# 31546
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 15, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar

CENTER FOR SOCIAL ENTREPRENEURSHIP

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 947

User Actions

View Filed Documents Opt-in or Opt-out of Email updates Print Business Details

Name History

Name	Name Type
Center for Social Entrepreneurship	Legal

Business Information

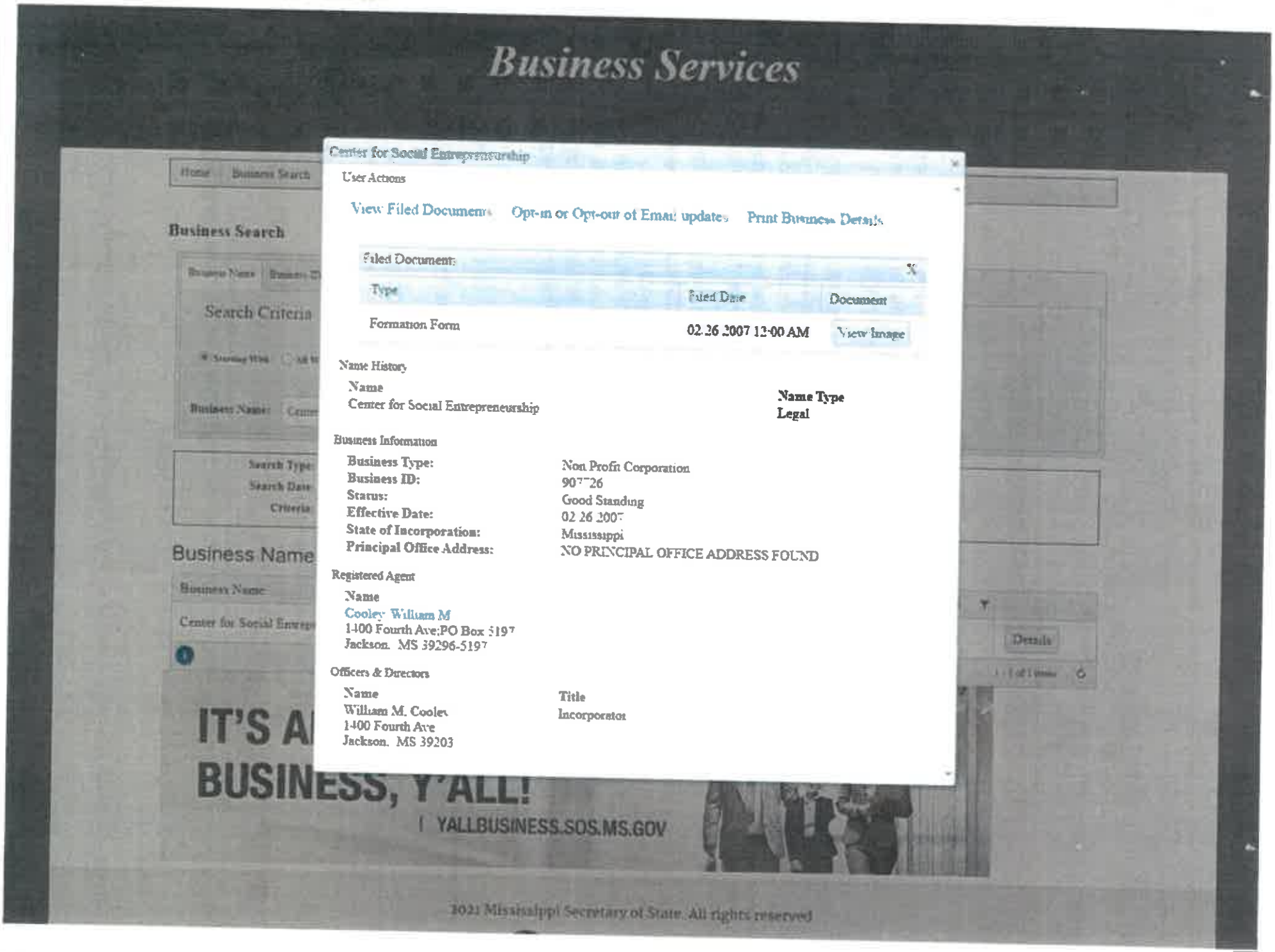
Business Type:	Non Profit Corporation
Business ID:	907726
Status:	Good Standing
Effective Date:	02/26/2007
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name
Cooley, William M.
1400 Fourth Ave;PO Box 5197
Jackson, MS 39296-5197

Officers & Directors

Name	Title
William M. Cooley 1400 Fourth Ave. Jackson, MS 39203	Incorporator


Business Services
Center for Social Entrepreneurship
User Actions
View Filed Documents
Opt-in or Opt-out of Email updates
Print Business Details
Filed Document:
Type
Filed Date
Document
Formation Form
02 26 2007 12:00 AM
View Image
Name History
Name
Center for Social Entrepreneurship
Name Type
Legal
Business Information
Business Type:
Non Profit Corporation
Business ID:
907726
Status:
Good Standing
Effective Date:
02 26 2007
State of Incorporation:
Mississippi
Principal Office Address:
NO PRINCIPAL OFFICE ADDRESS FOUND
Registered Agent
Name
Cooley William M
1400 Fourth Ave;PO Box 5197
Jackson, MS 39296-5197
Officers & Directors
Name
William M. Cooley
1400 Fourth Ave
Jackson, MS 39203
Title
Incorporator
Business Search
Search Criteria
Business Name
IT'S A
BUSINESS, Y'ALL!
YALLBUSINESS.SOS.MS.GOV
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City of Jackson
Center for Social Entrepreneurship - Surplus Property Application
The Viola Lake House
SURP-24-5
Parcel Number: 134-1
Physical Address: 121 Rose St. Jackson, MS 39203

I. Project Overview

The Center for Social Entrepreneurship (CSE), an 8-year-old neighborhood nonprofit, aids West Jackson residents, specifically in the iVillage neighborhood, to eliminate blight, harness talent, grow business, and engage civically.

We seek the Viola Lake House at 121 Rose St. to create a 3,000+ square foot youth thought & action education center called the Lillian M. Cooley (LMC) Center. CSE aims to develop unique cultural and community education experiences for young people in the neighborhood (and beyond) to discover the joy of learning and creating and to help them identify their innate talent.

About the LMC Center: Talent-capturing, innovation-inspiring, state-of-the-art, entrepreneurial, kid-friendly, colorful, engaging, educational, solar-powered, sustainably built, life-changing for adolescent & young adult-focused, everything technology and serving iVillage and the City of Jackson kids with year-round educational activities such as: after school, summer camps, as well as programming for under & unemployed young people seekers to start a business or elevate through customized workforce development training.

II. Timeline for the Lillian M. Cooley (LMC) Center

1. **Research and Planning Phase (6 months):**
    - Assessment of the site and the conditions of the four buildings;
    - Site Cleanup
    - Engage the community to aid in developing a site-specific comprehensive business plan for the youth educational center.
    - Hire staff member for fundraising, preplanning, etc.

2. **Design and Permitting Phase (9 months):**
    - Hire architectural and engineering firms to design the Lillian M. Cooley Center and use ancillary buildings.
    - Develop detailed construction plans and blueprints.
    - Meet with the City Planning Department to assess appropriate zoning and submit rezoning application.
    - Secure construction funding

3. **Construction Phase (18 months):**
    - Select a qualified general contractor through a competitive bidding process.
    - Obtain necessary permits and approvals from local authorities.
    - Begin construction of the LMC Center.
    - Hire a project manager to monitor progress, ensure compliance with design plans and timelines, and address any unforeseen challenges or delays promptly.

4. **Interior Furnishing and Equipment Phase (3 months):**
    - Create a space utilization plan.
    - Purchase and install furniture, fixtures, and necessary equipment for the center.
    - Set up technology infrastructure and educational resources.
    - Schedule and conduct safety inspections with the City.
    - Utility tie-ins.
    - Final construction walkthrough.

5. **Partnerships Agreements (3 months)**
    - Recruit needed partners and develop and confirm agreements and MOUs.

6. **Grand Opening and Launch (1 month):**
    - Hire dedicated staff needed. Plan and host a community celebration and grand opening event for the Lillian M. Cooley Center.
    - Invite the community, City leaders and staff, partners, lenders, etc.
    - Recruit local youth to participate.
    - Begin operations and programming.

Total timeframe = 40 months

Budget: (Internal - not for the City)

1. **Research and Planning Phase:**
    - Business Plan Development: $25,000
    - Total: $25,000
2. Capital Campaign
    - Hire LMC Director
    - Promotional Materials
    - Total: $100,000
3. **Negotiation and Application Phase:**
    - Legal Fees: $20,000
    - Application Fees and Expenses: $5,000
    - Total: $25,000
4. **Design and Permitting Phase:**
    - Architectural and Engineering Fees: $100,000
    - Permitting and Approval Expenses: $15,000
    - Total: $115,000
5. **Construction Phase:**
    - Construction Costs: $1,500,000
    - Contingency (10% of construction costs): $150,000
    - Total: $1,650,000
6. **Interior Furnishing and Equipment Phase:**
    - Furniture, Fixtures, and Equipment: $100,000
    - Technology Infrastructure: $50,000
    - Total: $150,000
7. **Grand Opening and Launch:**
    - Event Planning and Marketing: $20,000
    - Operating Expenses for Launch Month: $30,000
    - Total: $50,000

Total Project Budget: $2,040,000

Future Land Use LMC Center – The Facility.

The Lillian M. Cooley (LMC) Youth Tech & Entrepreneurship Center is a proposed 10,000+ square foot multi-million-dollar facility, housed in the iVillage. There are two potential sites - The Viola Lake Home and Property, a greenfield location (121 Rose Street) and Barr Elementary School (1593 West Capitol Street), which would entail the renovation of a recently closed JPS school building.

Planned Features.

Lego Room	Art Studio
Library	Gallery Space
Robotics & 3D Design Space	Café & Commercial/Training Kitchen
Virtual & Augmented Reality Room	Courtyard
Innovation Lab	Sustainability Garden
Computer Classroom	Fire pit
Electric Vehicle Stalls & Solar Carport	Splash pad
Community Room	Co-working Spaces
YouTube/Podcast Room	Gallery Space
Media Room/Recording Studio	Porch & Outdoor Concert/Movie Space

LMC Center aesthetics and programming will reflect iVillage tenets: making the impossible possible, engaging, state-of-the art, educational, colorful, youth-focused, kid-friendly, solar powered, and entrepreneurial.

Service Population. 1) iVillage young adults (18-24 y/o), who are under and unemployed seeking business or workforce development opportunities in the morning; and 2) iVillage kids (1st through 5th graders) in afterschool, evening, and summer programs. It will also serve some middle schoolers, known to have minimal constructive activities to engage in, after school in Jackson.

Who is LMC? The LMC Center seeks to capture the essence of Lillian McKinney Cooley, Doc's deceased wife, a Jackson librarian, known for her commitment to education, at all levels, whether employed at Blackburn or Mississippi College School of Law. Additionally, it highlights her work with Mississippi Consortium for International Development, designed for international visitors to Mississippi seeking info on local economic systems and relationships with individuals operating within those systems. Like MCID, the LMC will ensure collaboration between iVillage kids and those from global communities, through project-based, collaborative educational & entertainment experiences.

The Concept.

How can we support the District's efforts to raise our children to be healthy, happy, and financially resilient to life's disruptions? We create something that provides "resiliency from life's disruptions". First, we do so through LMC programming. The Center is unrestrained by traditional educational bureaucracy. Its design and programs are crafted to spark a joy of learning. And, innovation is no stranger to LMC's young visitors. Second, we achieve it through building materials, by ensuring they too reflect resiliency, paying homage to our disrupted environment using recycled materials. So, whether the programs or the building itself, the LMC Center would teach young iVillagers productive survival tools for themselves, their families and their communities. Teaching survival was our goal for helping.

However, in reflecting on how LMC and iVillagers should look 30 years from now, we returned to CSE's founding purpose. How can CSE help all iVillagers see their value, nurture their potential, seize opportunities, and become indispensable leaders, at all societal levels? Helping youngsters transforms families and communities. Thus, iVillagers become an asset versus perceived deficit.

And, if we look at the future of work in 2050, mere survivability isn't enough. Rather awakening innate talent and passion, coupled with thinking critically, will prepare individuals for opportunities and disruptions that arise throughout their lives. This, in turn, ensures thriving, healthy people and communities.

The iVillage stands for interconnectivity, intergenerational, internet, individual, international (the five "I"s). CSE exists as a community connector to those 5 areas. And, LMC is yet one more community asset that helps CSE strengthen the bridge between JPS/formal education and the iVillage. So, LMC's foci will be:

Individual talent Recognition & Strengthening	Individual & Team Entrepreneurship
Skill Mastery	Self-employment & WFD curricula
Public Good Project Exercise	Mental Health Support/Family Services
Critical Thinking Challenges	Simulation-based Learning in Multiplayer Environments
Unique Technologies' Mastery	Mindset Training (e.g. learning to love challenges)
Problem Solving of Community Issue, with International Peers	Interaction with Humanoid Robots

Every young iVillager leaves LMC knowing she has capacity and using it to successfully navigation live. Her self-actualization and the iVillage's benefit from it are the ultimate goals.

Viola Lake House – Photos

As of September 2024







Hinds County

FOUNDED 1821 POPULATION 248,643

Landroll Detail

Parcel Number	Map Reference Number
134-1	658.00 1 328.00 View Map Property Taxes Gis Map
Subdivision No.	Homestead Exemption Account Numbers
922	

Assessed Owner
CITY OF JACKSON

Location
121 ROSE ST

Legal Description
LOT 1 BLK N JULIENNE SY LESS TO CITY FOR ST EXPIRES 7 18 2062

Acreage Info.	
Cultivated Acres	0.00
Uncultivated Acres	0.00

Assessed Values	
Land Value	0
Improvement Value	0
Total	0
Appraised Values	
Land Value	0
Improvement Value	0
Total	0
Building Info.	
Type	
Base Area	0
Adjusted Area	0
Year Built	0000
Deed Info.	
Book & Page	1432-0466
Date	07/18/1963

Back Search

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MISSISSIPPI

Parcel 134-1



1/31/2024 4:57:44 PM

County Line

Parcels

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

BOOK 1432 PAGE 466

AWS

LEASE AGREEMENT

This lease agreement this day made and entered into by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter referred to as Lessor, and THE LITTLE RED SCHOOL FOR SPECIAL INSTRUCTIONS, a non-profit Mississippi corporation, organized, chartered and operating under the laws of the State of Mississippi, hereinafter referred to as Lessee, witnesseth:

That, whereas, Mrs. Viola Lake, late of Jackson, Hinds County, Mississippi, by Item V of her last will and testament, which said will and testament is recorded in Book 007, at page 409-425 in the office of the Chancery Clerk at Jackson, Mississippi, devised and bequeathed in perpetuity unto the City of Jackson, Mississippi, as Trustee for the Separate Municipal School District of Jackson, Mississippi, the land hereinafter described to be held by the said Trustee in trust for use by the said Trustee, with the advice of the Board of Trustees of said School District, "to increase the educational opportunities for the citizens of Jackson, Mississippi;" and

Whereas, the matter of the use of this land by Lessee was submitted to the Board of Trustees of the Jackson Municipal Separate School District for its advice and counsel, and the said Board, under date of May 6, 1963, adopted its resolution recorded in the official minutes of the said Board, advising the Council of the City of Jackson that the use of the property by the Lessee "would serve to increase the educational opportunities for the citizens of the City of Jackson, Mississippi," which said resolution of the said Board of Trustees is recorded in Minute Book "FF", at

Separate Municipal School District of Jackson, Mississippi, the land hereinafter described to be held by the said Trustee in trust for use by the said Trustee, with the advice of the Board of Trustees of said School District, "to increase the educational opportunities for the citizens of Jackson, Mississippi;" and

Whereas, the matter of the use of this land by Lessee was submitted to the Board of Trustees of the Jackson Municipal Separate School District for its advice and counsel, and the said Board, under date of May 6, 1963, adopted its resolution recorded in the official minutes of the said Board, advising the Council of the City of Jackson that the use of the property by the Lessee "would serve to increase the educational opportunities for the citizens of the City of Jackson, Mississippi," which said resolution of the said Board of Trustees is recorded in Minute Book "PP", at pages 117-118 of the minutes of the Council of the City of Jackson, Mississippi;

Therefore, in consideration of the premises, and in consideration of the conditions, covenants and agreements hereinafter set forth to be kept and performed by the Lessee, the Lessor does hereby devise, lease and let unto Lessee that certain tract of land situated in the City of Jackson, First Judicial District of Hinds County, State of Mississippi, described as follows, to-wit:

That block of land described as bounded by Capitol Street, Rose Street, Grand Avenue, and Armsdale Street, containing

five (5) acres, more or less, being the same land heretofore conveyed on December 29, 1948, by an Executor's Deed from Robert E. Lake, Executor of the Estate of Viola E. Lake to City of Jackson, Mississippi, a municipal corporation, of the State of Mississippi, as Trustee of the Separate Municipal School District of Jackson, Mississippi. Said Deed recorded in Book 500 at page 505 in the office of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi.

To have and to hold the same, unto the Lessee, from the 18th day of July, 1963, until the 18th day of July, 2062, a term of ninety nine (99) years. And the Lessee, in consideration of said demise, covenants and agrees with the Lessor as follows:

FIRST: To hold and use said demised premises, the ground area, buildings and improvements, solely and exclusively for educational purposes, and in the furtherance of such purposes to conduct a school on said premises for training, teaching, helping and assisting handicapped children who may profit from such specialized training and become more useful citizens; to train them to use their minds and bodies to help themselves and others; provided, that all children enrolled shall be first subject to the unanimous approval of the Board of Trustees of the Lessee as a condition precedent to the right and privilege of enrollment. That such program of education shall begin at the lowest or primary level and extend throughout grade school level and offer such types of specialized training and assistance needed by children seeking specialized instruction.

SECOND: Lessee agrees to keep the buildings, grounds and utilities in good repair and to maintain them substantially in their present condition, excluding reasonable use and wear, and to keep the said building, ground

and in the furtherance of such purposes to conduct a school on said premises for training, teaching, helping and assisting handicapped children who may profit from such specialized training and become more useful citizens; to train them to use their minds and bodies to help themselves and others; provided, that all children enrolled shall be first subject to the unanimous approval of the Board of Trustees of the Lessee as a condition precedent to the right and privilege of enrollment. That such program of education shall begin at the lowest or primary level and extend throughout grade school level and offer such types of specialized training and assistance needed by children seeking specialized instruction.

SECOND: Lessee agrees to keep the buildings, grounds and utilities in good repair and to maintain them substantially in their present condition, excluding reasonable use and wear, and to keep the said building, ground and utilities open for inspection by Lessor's representatives, agents or servants at all reasonable hours.

THIRD: In the event all of the buildings here demised are not utilized following the establishment of said school on said premises for classroom and other school purposes, the Lessee is hereby granted the privilege of sub-renting such buildings, subject to approval of Lessor, and to use the rental income therefrom exclusively for the purpose of first defraying the cost of insurance, repairs, maintenance and replacement, and any funds remaining after payment of such costs shall be used exclusively for the operation and maintenance of Lessee's training operations on the said premises. It is

further agreed and understood that all books and records relating to such income and expenditures shall be open to the Lessor, its agents and servants, at all reasonable hours for its inspection.

FOURTH: Lessee agrees to keep adequate insurance coverage upon the building situated on the premises to the extent of the fair reasonable market value thereof, and to include the Lessor as an insured under such insurance policies, and to provide Lessor with certificates of such insurance.

FIFTH: To facilitate the use of the property here demised, it is understood by the parties that the Lessee may make alterations, additions and changes upon the existing buildings and improvements upon said premises, and in connection therewith, authority is hereby vested in Lessee to proceed with such matters upon first obtaining approval of Lessor.

SIXTH: It is further agreed and understood, and without which agreement this instrument would not have been executed by Lessor, that in the event of failure of lessee to keep and perform that required in Second, Third and Fourth paragraphs hereof, or in the event of failure to use the leased premises to increase the educational opportunities for the citizens of the City of Jackson, Mississippi, as provided by Article V (A) of the said last Will and Testament of the said Mrs. Viola E. Lake, or, if after the first thirty years of the term of this lease it should be determined by Lessor that some other and different use of the said property would to a greater degree and extent increase the educational opportunities for the citizens of the City of Jackson, Mississippi, this lease shall terminate and Lessee agrees to surrender the said premises to Lessor in at least as good condition as the same are presently found to be, ordinary wear and tear excepted.

Sixth: It is further agreed and understood, and without which agreement this instrument would not have been executed by Lessor, that in the event failure of Lessee to keep and perform that required in Second, Third and Fourth paragraphs hereof, or in the event of failure to use the leased premises to increase the educational opportunities for the citizens of the City of Jackson, Mississippi, as provided by Article V (A) of the said Last Will and Testament of the said Mrs. Viola G. Eden, or, if after the first thirty years of the term of this lease it should be determined by Lessor that some other and different use of the said property would to a greater degree and extent increase the educational opportunities for the citizens of the City of Jackson, Mississippi, this lease shall terminate and Lessee agrees to surrender the said premises to Lessor in at least as good condition as the same are presently found to be, ordinary wear and tear excepted. However, before this lease shall terminate for either of said cause or cause Lessor shall give to Lessee a written statement setting forth the cause for termination, and Lessee shall take immediate steps to correct and to comply fully with the reason or reasons given for the termination hereof and, upon its failure to so comply within ninety (90) days from the date of said notice this lease agreement shall be null and void and of no effect whatever at the

option of Lessor. Provided, however, that Lessee shall have the right to terminate this lease and to return said premises to Lessor at any time it may choose to do so.

WITNESS the signatures of the parties hereto on this the 18th day of July, 1963.

CITY OF JACKSON, MISSISSIPPI,
TRUSTEE UNDER ITEM V

By D. L. Luckey
Vice-President of Council

ATTEST:

City Clerk

(SEAL)

THE LITTLE RED SCHOOL FOR SPECIAL INSTRUCTIONS

By Harold Cox
President

ATTEST:

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority within and for the jurisdiction aforesaid, the within named D. L. Luckey and City Clerk and Mrs. J. E. Skinner, known to be Vice-President of Council, respectively, of the City of Jackson, Mississippi, Lessor, and Harold Cox, known to me to be President, of The Little Red

ATTEST:

By _____
President

_____

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority within and for the jurisdiction aforesaid, the within named D. L. Lackey and City Clerk and Hon. J. R. Skinner, known to be Vice-President of Council, respectively, of the City of Jackson, Mississippi, Lessor, and _____ Harold Cox and _____, known to me to be President and _____, of The Little Red School for Social Instructions, Lessee, who, and each of whom, acknowledged that they signed and delivered the above and foregoing instrument on the day and date therein set forth, and for the purposes and considerations set forth therein and contained.

GIVEN under my hand and official seal this the 19th day of July, 1963.

William T. Brady
Notary Public
My Commission Expires: Sept. 25, 1966

- 4 -

STATE OF MISSISSIPPI, County of Hinds:

I, Frank T. Scott, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11 day of July, 1963, at 3:00 o'clock P. M., and was duly recorded on the 22 day of July, 1963, Book No. 1432 Page 466 in my office.

Witness my hand and seal of office, this the 22 day of July, 1963.

FRANK T. SCOTT, Clerk

By Elsie Buchanan, D. C.

CCO Form 41

Reply Reply All Forward

Thu 2/1/2024 3:05 PM

Mya Lee

Surplus Property Request for Municipal Use

To Willie Owens; Toya Martin; Joseph Wade; Muriel Felix; Sharon Thames; Chloe Dotson; Pamela Scott; Angela Harris; Robert Lee; Abram Muhammad; Drew Martin

Cc Tangayika Hoover

Bcc Louis Wright; Fidelis Malambeka; Tiffany Murray; Safiya Omari; Jackie Spears; Shannon Amos; Ashby Foote; Angelique Lee; Kenneth Stokes; Brian Grizzell; Vernon Hartley; Aaron Banks; Virgi Lindsey

You replied to this message on 5/24/2024 4:02 PM.

Parcel 78-21.pdf 382 KB | Parcel 134-1.pdf 450 KB | Parcel 190-45.pdf 430 KB | Parcel 190-46.pdf 421 KB | Parcel 409-157.pdf 442 KB

Good afternoon,

In accordance with the City of Jackson's Surplus Property Executive Order, each department has an opportunity to request that the City maintain ownership or availability of the property. If there is a municipal need for any of the following properties, please respond accordingly within five (5) business days by Friday, February 9, 2024.

- **Parcel 78-21 (0 Jones Alley)**
- **Parcel 134-1 (121 Rose St)**
- **Parcel 190-45 (0 W Pearl St**
- **Parcel 190-46 (203 W Pearl St)**
- **Parcel 409-157 (0 Oakland Ave)**

Thanks,
Mya

Mya Lee | Minority Business Development Manager |
Office of Economic Development | Department of Planning & Development
Office: 601-960-1856| **Mobile:** 601-691-1351| **Fax:** 601-960-2192
200 South President Street | 2nd Floor, Suite 223 | Jackson, MS 39201
Follow JXN Planning: Facebook | Twitter | Instagram | www.jacksonms.gov

Surplus Property Committee Meeting
Hood Building – Andrew Jackson Conference Room
March 21, 2024 at 3:00 p.m.
https://us06web.zoom.us/j/85473151507?pwd=gnubN7kl9T0auTzCm0ts96b0ER7Pas.1

Committee Members: Ester Ainsworth (Office of City Planning Designee), Stan Arnold (Building and Grounds Designee), Samantha Graves (City Administrative Officer Designee), Mya Lee (Real Estates Manager), Robert Lee (Public Works Designee), Kristie Metcalfe (Office of the City Attorney Designee), Tyson Phillips (City Administrative Officer Designee), and Jennifer West (City Administrative Officer Designee)

Minutes

I. Call to Order
   a. The meeting was called to Order at 3:06 p.m. at the City of Jackson Hood Building's Andrew Jackson Conference Room by Mya Lee (Real Estates Manager).
   b. The following committee members were present: Ester Ainsworth (Office of City Planning designee), Samantha Graves (City Administrative Officer Designee), Robert Lee (Public Works designee), Kristie Metcalfe (Office of the City Attorney designee), Tyson Phillips (Office of Chief Administrative Officer designee), and Jennifer West (Office of Chief Administrative Officer designee).

II. Approval of Minutes from February 15, 2024
   a. Robert Lee made a motion that the approval of the minutes be tabled to the next meeting.
   b. Ester Ainsworth seconded the motion, which was approved by the committee unanimously.

III. Committee and Applications Update: Committee members will be added to OpenGov application to add online comments for cases.

IV. Applications for Committee Review

   a. SURP-24-1: Parcel No. 78-21 (0 Jones Alley), Mr. Freelon wants expand restaurant bar with outside dining and beer garden.
      i. Kristie Metcalfe made a motion, recommending that this case be tabled to the next meeting to allow time to handle the open code violation cases.
      ii. Robert Lee seconded the motion, which was approved by the committee unanimously.

   b. SURP-24-5: Parcel No. 134-1 (121 Rose St), Center for Social Entrepreneurship wants to create a youth though & action education center called the Lillian M. Copley (LMC) Center (donation from the City).
      i. Robert Lee made a motion to declare surplus Parcel 134-1 and donate it to the Center for Social Entrepreneurship, a non-profit entity pursuant to MS Code 21-17-1-3a subject to a reverter clause (for the parcel to be used for charitable purpose) as required in MS Code 21-17-1-3a

ii. Ester Ainsworth seconded the motion, which was approved by the committee unanimously.

c. SURP-24-8: Parcel No. 408-729 (0 Missouri St) & SURP-24-10: Parcel 401-79 (0 Holmes Ave), Institute for Medication Education Designed to Influence Favorable Outcomes (IMEDINFO) wants to create a community green space or urban garden.
   i. Robert Lee made a motion, recommending that this case be tabled to the next meeting to allow time for additional research (photos and procurement).
   ii. Tyson Phillips seconded the motion, which was approved by the committee unanimously.

d. SURP-24-9: Parcel No. 817-99 (0 Browning Dr), Mr. Salazar wants to extend his yard.
   i. Robert Lee made a motion, recommending that this case be tabled to the next meeting to allow time to get options from JXN Water on securing the road. This parcel was obtained via eminent domain.
   ii. Kristie Metcalfe seconded the motion, which was approved by the committee unanimously.

V. Additional Discussion
   a. Metro Center Water: Businesses at the Metro Center Mall are not on City water directly so JXN Water needed a point of contact with the State of Mississippi to draft an agenda item to get it resolved. Samantha Graves commented that she will email her contact at the Mississippi Secretary of State to him.
   b. Meeting space allotted time: Committee agreed to extend the timing to 5 pm in the Andrew Jackson Conference Room to discuss cases.

VI. Adjournment
   a. Robert Lee made a motion at 4:34 p.m. for the meeting to be adjourned.
   b. Tyson Phillips seconded the motion, which was approved by the committee unanimously.

Minutes submitted by Administrator Mya Lee

Regular Board Meeting of
the Jackson Public School District
Board of Trustees
August 20, 2024
5:30 p.m.

Board Members in Person
Dr. Ed Sivak, Jr., Board President
Mitch McGuffey, Member
Dr. Jeanne M Hairston
Frank Figgers, Member
Cynthia Thompson, Secretary

Attorneys and Administrative Staff
Dr. Errick L. Greene, Superintendent
Dorian Turner, ESQ., Board Attorney
Larissa Harris, ESQ., General Counsel
Network Assistant Superintendents
Dr. William Merritt, IV, Chief of Staff
Dr. Michael Cormack, Deputy Supt.
Earl Burke, CFOO

Board Members Absent
Barbara Hilliard, Vice-President

Secretary to the Board
Rosalind Williams

I Call to Order: Cynthia Thompson, Board Secretary, called the Regular Board Meeting of the Jackson Public School District to order on August 20, 2024, at 5:34 P.M.

II. Establishment of Quorum: A quorum was established when five (5) members, namely Ed Sivak, Mitch McGuffey, Cynthia Thompson, Frank Figgers, and Dr. Jeanne M Hairston, attended the meeting. Barbara Hilliard was absent.

III. Adoption of Agenda: Frank Figgers motioned to approve the agenda as presented; Mitch McGuffey seconded; votes cast for the motion were Dr. Sivak, Frank Figgers, Mitch McGuffey, Cynthia Thompson, and Dr. Hairston; votes cast against the motion were none. **PASSED**

IV. Reading and Approving of the Minutes:
a. August 6, 2024, Regular Board Meeting Minutes: The Board voted to approve item a. Dr. Hairston moved; Frank Figgers seconded; votes cast for the motion: Dr. Sivak, Frank Figgers, Mitch McGuffey, Cynthia Thompson, and Dr. Hairston; votes cast against the motion: none. **PASSED**

V. Superintendent's Report
Dr. Greene presented his report.

VI. Public Participation for General Comments and/or Proposed Policy Issues:
None.

VII. Information Items Only:
a. ESSER III Monthly Update June 16, 2024 - July 15, 2024
b. Review of Various Policies for Amendment: JKA - Credit Recovery, JBG - District to District Transfer, GBEN - Smoking Tobacco Products on School Premises, KJA - School Volunteers

VIII. Information/Action Item(s):
a. Approval of Legacy Scholars Grant Agreement with Equal Justice Initiative and Jackson Public School: The Board voted to approve item a. Dr. Sivak moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Frank Figgers, Mitch McGuffey, Cynthia Thompson, and Dr. Hairston; votes cast against the motion: none. **PASSED**

b. Approval to Surplus Any and All Property Pertaining to Viola R. Lake: The Board voted to approve item b. Dr. Sivak moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Frank Figgers, Mitch McGuffey, Cynthia Thompson, and Dr. Hairston; votes cast against the motion: none. **PASSED**

c. Approval of Agreement between the Mississippi School Board Association (MSBA) and the Jackson Public School District (JPSD) for Online Agenda Service: The Board voted to approve item c. Dr. Sivak moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Frank Figgers, Mitch McGuffey, Cynthia Thompson, and Dr. Hairston; votes cast against the motion: none. **PASSED**

d. Approval of the Renewal Agreement between the Mississippi Department of Health (MDH) and the Jackson Public School District (JPSD): The Board voted to approve item d. Dr. Sivak moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Frank Figgers, Mitch McGuffey, Cynthia Thompson, and Dr. Hairston; votes cast against the motion: none. **PASSED**

e. Approval of Agreement between AccelerateMS WBB Grant Sub-Agreement and the Jackson Public School District (JPSD): The Board voted to approve item e. Dr. Sivak moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Frank Figgers, Mitch McGuffey, Cynthia Thompson, and Dr. Hairston; votes cast against the motion: none. **PASSED**

f. Approval to Award Partial Fulfillment of RFP 2024-17 to Purchase Wilson Language Classroom Materials: The Board voted to approve item f. Dr. Sivak moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Frank Figgers, Mitch McGuffey, Cynthia Thompson, and Dr. Hairston; votes cast against the motion: none. **PASSED**

g. Approval of Agreement between Teach For America (TFA) - Ignite Fellowship and the Jackson Public School District (JPSD): The Board voted to approve item g. Dr. Sivak moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Frank Figgers, Mitch McGuffey, Cynthia Thompson, and Dr. Hairston; votes cast against the motion: none. **PASSED**

h. Approval of the Amended Agreement between American College Testing (ACT) and the Jackson Public School District (JPSD) for Professional Development: The Board voted to approve item h. Dr. Sivak moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Frank Figgers, Mitch McGuffey, Cynthia Thompson, and Dr. Hairston; votes cast against the motion: none. **PASSED**

i. Approval of the Renewal Agreement between American College Testing (ACT) and the Jackson Public School District (JPSD) for District Testing: The Board voted to approve item i. Dr. Sivak moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Frank Figgers, Mitch McGuffey, Cynthia Thompson, and Dr. Hairston; votes cast against the motion: none. **PASSED**

j. Approval of the Renewal Agreement between Grade Results and the Jackson Public School District (JPSD) for Online and Blended Learning: The Board voted to approve item j. Dr. Sivak moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Frank Figgers, Mitch McGuffey, Cynthia Thompson, and Dr. Hairston; votes cast against the motion: none. **PASSED**

k. Approval of the Annual Dropout Prevention Plan for the 24-25 School Year for the Jackson Public School District (JPSD): The Board voted to approve item k. Dr. Sivak moved; Dr. Hairston seconded; votes cast for the motion

were Dr. Sivak, Frank Figgers, Mitch McGuffey, Cynthia Thompson, and Dr. Hairston; votes cast against the motion: none. **PASSED**

1. Approval of Preliminary Monthly Financial Report for the Month Ended July 31, 2024 (FY2024-2025) : The Board voted to approve item 1. Dr. Sivak moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Frank Figgers, Mitch McGuffey, Cynthia Thompson, and Dr. Hairston; votes cast against the motion: none. **PASSED**

IX. Consent Agenda Items - Finance:

a. Approval to Designate Specified Property as Surplus Property and Approve Disposal The Board voted to approve item a. Mitch McGuffey moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Mitch McGuffey, Cynthia Thompson, Frank Figgers, and Dr. Hairston; votes cast against the motion: none. **PASSED**

b. Approval to Extend Prairie Farms Agreement Bid 3238: The Board voted to approve item b. Mitch McGuffey moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Mitch McGuffey, Cynthia Thompson, Frank Figgers, and Dr. Hairston; no votes were cast against the motion. **PASSED**

c. Approval to Extend Sunrise Produce Agreement Bid 3239: The Board voted to approve item c. Mitch McGuffey moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Mitch McGuffey, Cynthia Thompson, Frank Figgers, and Dr. Hairston; no votes were cast against the motion. **PASSED**

d. Approval of Correction and Amendment of Bid 3259 for Pest Control Services: The Board voted to approve item d. Mitch McGuffey moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Mitch McGuffey, Cynthia Thompson, Frank Figgers, arid Dr. Hairston; no votes were cast against the motion. **PASSED**

e. Approval of Various Disbursements from Accounts Payable and Activity Funds: The Board voted to approve item e. Mitch McGuffey moved; Dr. Hairston seconded; votes cast for the motion were Dr. Sivak, Mitch McGuffey, Cynthia Thompson, Frank Figgers, and Dr. Hairston; no votes were cast against the motion. **PASSED**

X. Consent Agenda Items - General:

a. Approval of District-to-District Transfer (Incoming/Outgoing): The Board voted to approve item a. Frank Figgers moved; Mitch McGuffey seconded; votes cast for the motion were Dr. Sivak, Frank Figgers, Mitch McGuffey, Cynthia Thompson, and Dr. Hairston; votes cast against the motion: none. **PASSED**

XI. Consent Agenda Items Personnel:

a. Approval of Staff Personnel Matters: The Board voted to approve item a. Dr. Hairston moved; Mitch McGuffey seconded; votes cast for the motion: Mitch McGuffey, Cynthia Thompson, Dr. Hairston, Dr. Sivak, and Frank Figgers; votes cast against the motion: none. **PASSED**

XII. Consideration to Hold Executive Session: None.

XIII. Adjou,rn: Dr. Hairston moved, and Frank Figgers seconded the motion to adjourn the meeting. The motion was unanimously approved, and the meeting was adjourned at 7:15 p.m.

Ed Slivak, Board President

9/3/2024
Date

Cynthia Thompson, Board Member

9/17/2024
Date

Virtual Meeting of the Jackson Public School District
Board of Trustees
621 South State Street, Jackson, MS 39201
Thursday, June 3, 2021
5:30 p.m.

Board Member Present
Dr. Ed Sivak, Vice President

Participated via Video-conference
Letitia Johnson, President
Barbara Hilliard, Secretary
Dr. Robert Luckett, Member
Dr. Jeanne M. Hairston, Member
Frank Figgers, Member
Cynthia Thompson, Member

Attorneys and Administrative Staff
Dr. Errick L. Greene, Superintendent
Dr. Michael Cormack, Chief of Staff
Hon. Dorian Turner, Board Attorney
Erika Robinson, Esq., General Counsel
Dr. Robert Luckett, Member
Dionne Woody, Elem. Asst. Supt
Sharolyn Miller, CFO
Dr. Kathleen Grigsby, Elem. Asst. Supt.
Joe Albright, COO
Sherwin Johnson, Communications
Dr. Freddrick Murray, MS Asst. Supt.
Saundra Lyons, Ex. Director HR
Laketia Thomas, High School Asst. Supt

Secretary to the Board
Rosalind Williams

I. Call to Order: Letitia S. Johnson, Board President, called the Regular Board Meeting of the Jackson Public School District to order on June 3, 2021, at 5:33 P. M.

II. Establishment of Quorum: A quorum was established as all seven (7) members, namely, President Letitia Johnson, Dr. Ed Sivak, Barbara Hilliard, Dr. Jeanne Hairston, Dr. Robert Luckett, Cynthia Thompson, and Frank Figgers, were either present in person or participated via Zoom.

III. Adoption of Agenda: Dr. Luckett moved that the Board adopt the agenda as presented; Frank Figgers seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Dr. Luckett, Cynthia Thompson, and Frank Figgers; votes cast against the motion: none. **PASSED**

IV. Reading and Approving Minutes:

a. May 6, 2021, Regular Board Meeting Minutes: The Board voted to approve item a. Barbara Hilliard moved; Dr. Luckett second; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Dr. Luckett, Cynthia Thompson, and Frank Figgers; votes cast against the motion: none. **PASSED**

b. May 18, 2021, Regular Board Meeting Minutes: The Board voted to approve item b. Barbara Hilliard moved; Dr. Luckett second; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Dr. Luckett, Cynthia Thompson, and Frank Figgers; votes cast against the motion: none. **PASSED**

V. Superintendent's Report
a. Return to Learn Plan

b. Partners in Education Update

VI. Public Participation for General Comments and/or Proposed Policy Issues: None

VII. Information Items Only:

a. Review of Agreement between Belhaven University and the Jackson Public School District (JPSD) Tommy Nalls, Ed.D., Director of Recruitment

b. Review of Memorandum of Agreement between Delta State University and the Jackson Public School District (JPSD) - Tommy Nalls, Ed.D., Director of Recruitment

c. Review of Agreements between the Mississippi Food Network (MFN) and the Jackson Public School District (JPSD)-Thea Faulkner, Director of Partners in Education

d. Review of Project Agreement between Wilma Mosley Clopton, Consultant (Digital Magic Program) and the Jackson Public School District (JPSD)-Thea Faulkner, Director of Partners in Education

e. Review of Agreement between Marion Counseling and Jackson Public Schools

f. Review of Memorandum of Understanding between the City of Jackson - Jackson Police Department and the Jackson Public School District (JPSD)

g. School Board Updates (School Improvement Schools)

h. Review of Recommendation to Purchase Insurance Coverages for Jackson Public Schools

i. Review of Board Policies - Creation and Amendment Recommendations

j. Bond Update

VIII. Information/Action Items:

a. Approval of Employment Contract for Errick L. Greene, Ed.D., Superintendent: The Board voted to approve item a. Dr. Luckett motioned; Cynthia Thompson seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

b. Approval to Amend the Executive Summary of Award RFP 2020-17 and Agreement between PowerSchool and the Jackson Public School District (JPSD): The Board voted to approve item b. Dr. Hairston motioned; Dr. Sivak seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

c. Approval of the Master Services Agreement between Always Be Learning, Inc. (Abl) and the Jackson Public School District (JPSD): The Board voted to approve item c. Barbara Hilliard motioned; Dr. Hairston seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

d. Approval of Memorandum of Understanding between Mississippi Department of Education (MDE) Educators in Residence Program and the Jackson Public School District (JPSD: The Board voted to approve item d. Dr. Luckett motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

e. Approval of Agreement between First Tee Central Mississippi and the Jackson Public School District (JPSD): The Board voted to approve item e. Barbara Hilliard motioned; Dr. Luckett seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia

Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

f. Approval of Agreement between Global Gateways and the Jackson Public School District (JPSD): The Board voted to approve item f. Barbara Hilliard motioned; Dr. Luckett seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

g. Approval of Agreement between the Greater Jackson Arts Council and the Jackson Public School District (JPSD): The Board voted to approve item g. Barbara Hilliard motioned; Dr. Luckett seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

h. Approval of Agreement between iLead Mississippi and the Jackson Public School District (JPSD): The Board voted to approve item h. Barbara Hilliard motioned; Dr. Luckett seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

i. Approval of Agreement between Jackson Medical Mall Foundation and the Jackson Public School District: The Board voted to approve item i. Barbara Hilliard motioned; Dr. Luckett seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

j. Approval of Agreement between Sports Paradise Fitness, LLC and the Jackson Public School District (JPSD): The Board voted to approve item j. Barbara Hilliard motioned; Dr. Luckett seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

k. Approval of Agreement between Titan Sports, LLC. and the Jackson Public School District (JPSD): The Board voted to approve item k. Barbara Hilliard motioned; Dr. Luckett seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

IX. Consent Agenda Items – Finance:

a. Approval to Ratify the 16th Section Lease between the Board of Trustees and Bryan E Presson dba Rock House Farms, LLC: The Board voted to approve item a. Dr. Hairson motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

b. Approval of the Accounts Payable Claims Docket and the Ratification of the Travel and Activity Funds Claims for the Period of May 8, 2021 through May 21, 2021: The Board voted to approve item b. Dr. Hairston motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

c. Approval to Reject Bid 3161 (02-24-21) Forest Hill JROTC Building Renovation: The Board voted to approve item c. Dr. Hairston motioned;

Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

d. Approval for Final Contract Adjustment Change Order #1 (Deduct $7,509.50) Restroom Renovations for Capital City Alternative School Office of Facilities Operations: The Board voted to approve item d. Dr. Hairston motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

X. Consent Agenda Items - General:

a. Approval of Agreement between Choices for Children and the Jackson Public School District: The Board voted to approve item a. Dr. Sivak motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

b. Approval of Agreement between Mississippi Department of Rehabilitation Services (MDRS) and the Jackson Public School District (JPSD: The Board voted to approve item b. Dr. Sivak motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

c. Approval of Agreement Between Education Based Services (EBS) and the Jackson Public School District (JPSD): The Board voted to approve item c. Dr. Sivak motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

d. Approval of Agreement between Parents for Public Schools-Jackson and Jackson Public Schools for the Ask for More Arts Program: The Board voted to approve item d. Dr. Sivak motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

e. Approval of Board Policies - BC (Board Meetings), BCAD (Teleconference), BCC (Board Meeting Agendas), CA (Administrative Organization), CCA (Duties of School Superintendent), CHA (Site-Based Management) and IGB (Graduation Requirements) for Amendment: The Board voted to approve item e. Dr. Sivak motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

f. Approval of Agreement between The University of Mississippi (Ole Miss) and the Jackson Public School District (JPSD): The Board voted to approve item f. Dr. Sivak motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

g. Approval of the Plumber - Helper Position: The Board voted to approve item g. Dr. Sivak motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

h. Approval of the Director of Information Technology Services (ITS) Position: The Board voted to approve item h. Dr. Sivak motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

i. Approval of the Child Nutrition Coordinator Position: The Board voted to approve item i. Dr. Sivak motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

j. Approval of Real Property and Construction Director Position: The Board voted to approve item j. Dr. Sivak motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

k. Approval of Facilities Operations Maintenance Director Position: The Board voted to approve item k. Dr. Sivak motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

l. Approval of Facilities Operations Technical and Environmental Services Coordinator Position: The Board voted to approve item l. Dr. Sivak motioned; Barbara Hilliard seconded; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Cynthia Thompson, Dr. Luckett, and Frank Figgers; votes cast against the motion: none. **PASSED**

XI. Consent Agenda Items - Personnel:

a. Approval of Staff Personnel Matters: The Board voted to approve Staff Personnel as presented. Dr. Sivak motioned; Barbara Hilliard second; votes cast for the motion: President Johnson, Dr. Sivak, Barbara Hilliard, Dr. Hairston, Frank Figgers, Dr. Luckett, and Cynthia Thompson; votes cast against the motion: none. **PASSED**

XII. Consideration to Hold an Executive Session: Dr. Luckett moved, and Dr. Hairston seconded the motion to close the meeting to consider entering the executive session. All seven (7) board members voted in favor of the motion.

Dr. Luckett moved, and Dr. Hairston seconded the motion, to enter into executive session to (1) discuss three (3) matters regarding the sale, leasing or purchasing or real property; (2) to hear a report from the district's general counsel, Erika Robinson, and cyber counsel, Adam Griffin, regarding potential litigation arising as a result of the prior data breach; and (3) to hear a recommendation regarding a quantum meruit lawsuit.

In executive session, the board first heard a report from general counsel, Erika Robinson, and cyber counsel, Adam Griffin, regarding potential litigation arising as a result of the prior data breach. The board took no action on this matter.

Next, the board heard a report from Dr. Greene and Joe Albright regarding the status of the Lake Hico property. The board took no action on this matter.

Next, the board heard a report from Erika Robinson requesting authorization to file a quantum meruit lawsuit seeking authority to pay certain athletic coaches for post-season tournament services, along with authority to pay those persons who provided services as clock operators and

scorekeepers. After discussion, Barbara Hilliard moved, and Dr. Luckett seconded the motion, to authorize the filing of a quantum meruit lawsuit seeking authority to pay certain athletic coaches for post-season tournament services, along with authority to pay those persons who provided services as clock operators and scorekeepers. The motion was unanimously approved.

Next, Erika Robinson reported to the board regarding the Viola Lake property. She requested authority to join a suit or proceeding with the City of Jackson seeking authority to sever or terminate the trust holding and governing the property and sell or lease it to the Cooley family or an entity organized by them who will use it for educational purposes. Upon discussion, Barbara Hilliard moved, and Dr. Hairston seconded the motion, grant authority to join a suit or proceeding with the City of Jackson seeking authority to sever or terminate the trust holding and governing the property and sell or lease it to the Cooley family or an entity organized by them who will use it for educational purposes. The motion was approved by all board members excluding Frank Figgers, who voted nay.

Finally, Erika Robinson reported to the board regarding a strip of land comprising a road that runs alongside Clausell Elementary and currently used for bus traffic. The new owner of the property has informed the district that the road is private rather than public property and is seeking cooperation from the district to join with the owner in asking the City of Jackson to continue to maintain the property. Barbara Hilliard moved, and Frank Figgers seconded the motion, to approve the request to join with the property owner in asking the City of Jackson to continue to maintain the property.

There being no further business to discuss in executive session, Barbara Hilliard moved, and Cynthia Thompson seconded the motion to exit executive session. The motion was unanimously approved.

Back in open session, there being no further business, Cynthia Thompson moved, and Dr. Sivak seconded the motion, to adjourn the meeting. That motion was unanimously approved.

Letitia Johnson, Board President — 6-21-2021 Date

Barbara Hilliard, Board Secretary — 6-21-2021 Date

IN THE CHANCERY COURT OF HINDS COUNTY MISSISSIPPI
FIRST JUDICIAL DISTRICT

FILED
SEP 02 2022
EDDIE JEAN CARR, CHANCERY CLERK
BY: PWatkins D.C.

IN RE THE DISSOLUTION OF THE
TESTAMENTARY TRUST OF
VIOLA E LAKE

CAUSE # 22-312 013

JUDGMENT OF DEFAULT AGAINST ANY AND ALL UNKNOWN PERSONS ENTITIES AND PARTIES HAVING AN INTEREST

This cause came upon to be heard upon the complaint and subsequent motion for default judgment against the unknown persons, entities and parties having an interest in certain real property, which is the subject of a testamentary trust created in the Last Will and Testament of Viola E. Lake. The Court finds that it has jurisdiction of the parties and the subject matter. The Court also finds as follows:

1. The City of Jackson commenced the action on or about March 18, 2022, seeking to dissolve a testamentary trust created by the Last Will and Testament of Viola E. Lake.

2. The Jackson Public School District, who is the designated beneficiary of the testamentary trust, joined in the City of Jackson's complaint.

3. The testamentary trust consisted of real property described as follows: *That block of land bounded by Capitol Street, Rose Street, Grand Avenue, and Armandale Street containing 5 acres more or less, and being the block on which the residence of the late Mrs. Viola E. Lake was situated.*

4. The property was conveyed to the City of Jackson for the benefit of the Jackson Public School District subject to certain conditions contained within the Last Will and Testament of Viola E. Lake and requiring that use of the property increase and advance educational opportunities for the citizens of Jackson.

5. In addition to requiring that use of the property increase and advance educational opportunities for the citizens of Jackson, the devise in the Last Will and Testament of Viola E. Lake and subsequent Executor's Deed contained language indicating that the City of Jackson was to hold title and possess the property in *perpetuity* for the benefit of the Jackson Public School District. The Last Will and Testament further indicated that the property was not to be sold.

6. The Mississippi Department of Archives and History designated the subject property as a state landmark on August 8, 2006.

7. The City of Jackson named as Defendants unknown persons, entities, and parties having an interest in the parcel and summoned same by publication.

8. The summons by publication was published in the Mississippi Link newspaper for three (3) consecutive weeks commencing on May 19, 2022.

9. No unknown person, entity, or party having an interest in the parcel filed an Answer or other pleading defending against the complaint within thirty (30) days following the first publication of the summons, and the clerk entered default.

10. The Mississippi Department of Archives and History was not named as a Defendant and was not served with process.

11. The Mississippi Department of Archives and History was not named as a Defendant or served with process because pursuant to Section 39-7-22 of the Mississippi Code, notice to the board of trustees for the Mississippi Department of Archives and History is to be provided when the property is transferred from public to private ownership. A transfer of the property from public to private ownership has not occurred.

12. The provision of the testamentary trust which required the City of Jackson to hold title

to the subject property in perpetuity and prohibiting its sale violated the Rule Against Perpetuities, constitutes an unreasonable restraint on alienation and is therefore unlawful.

13. The City of Jackson and the beneficiary of the Testamentary Trust have consented to the dissolution of the trust without accounting.

The Court **ORDERS ADJUDGES AND DECREES** the following:

(a) The testamentary trust created by the Last Will and Testament of Viola E. Lake is dissolved without necessity of accounting by the City of Jackson. The dissolution of the trust is immediate.

(b) The subject property shall be titled to the City of Jackson subsequent to dissolution of the trust, and the City of Jackson shall possess same until such time that there is a disposal.

(c) The City of Jackson may dispose of the subject property in accordance with laws of the State of Mississippi.

(d) If there is disposal of the property, the City of Jackson shall obtain the consent of the Jackson Public School District prior to disposing of same.

(e) If the property is sold, the City of Jackson shall tender to the Jackson Public School District all proceeds derived from the sale of the property less expenses which may be incurred and associated with the sale and disposition of the subject property.

(f) If there is disposal of the subject property which results in a transfer from public to private ownership, the City of Jackson shall notify the Mississippi Department of Archives and History in accordance with Section 39-7-22 of the Mississippi Code and secure its approval.

(g) A copy of this judgment shall be filed in the land records of Hinds County

Mississippi.

SO ORDERED ADJUDGED AND DECREED on this the 2nd day of August 2022.

CHANCELLOR

Prepared by:

Carrie Johnson, MSB # 9839
Office of the City Attorney
Post Office Box 2779
Jackson MS 39207-2779
Telephone: 601-960-1799

Approved as to form and content
/s/ LR by Carrie Johnson pursuant to
email authority

Laura Rose, MSB 102256
Adams and Reese LLP
1018 Highland Colony Parkway, Ste. 800
Ridgeland MS 39157
Telephone: 601-353 3234

MDAH
MISSISSIPPI DEPARTMENT OF
ARCHIVES & HISTORY

P.O. Box 571
Jackson, MS 39205-0571
601-576-6850
mdah.ms.gov

October 15, 2024

Ms. Mya Lee
Development Assistance Representative
City of Jackson
200 S President Street
Jackson, MS 39203

RE: Viola Lake House – Transfer of Ownership
MDAH Project # 10-074-24
Inventory# 049-JAC-3206-ML
Jackson, Hinds County

Dear Ms. Lee:

We have reviewed the Notice of Intent received on October 11, 2024, regarding the transfer of the Viola Lake House to the Center for Social Entrepreneurship. It is our determination that the request is acceptable and in accordance with the Antiquities Law of Mississippi, Miss. Code Ann. § 39-7- 1 *et seq*. MDAH has no objections to the transfer of this property with the new owner's understanding of the Mississippi Landmark designation of the property and their responsibilities under the Antiquities Law of Mississippi.

Please accept this letter as authorization to proceed with the sale of the property as described in the submitted documents. If you have any questions, please contact me at mslandmark@mdah.ms.gov or (601) 576-6935.

Sincerely,

Clay Mapp

Clay Mapp
Mississippi Landmarks Coordinator

C: Statewide Survey File
Mississippi Landmark File
Mr. Barry White
Ms. Kimberly Hilliard

Board of Trustees: Spence Flatgard, *president* | Nancy Carpenter, *vice president* | Reginald Buckley | Carter Burns | Betsey Hamilton | Mark E. Keenum | Lucius M. Lampton | TJ Taylor

MDAH

Historic Resources Inventory Fact Sheet

Location Information

(for the Viola Lake House)

Name: Viola Lake House

Address: 121 Rose Street

City/County: Jackson, Hinds County



Architectural Information

Construction Date: 1909

Architectural Styles(s): Craftsman, Prairie

Mississippi Landmark Information

Designated: 08-08-2006

Local Designation Information

Local Landmark Listing Date: 29 Sep 1992

click here to view ordinance

Context/Comments

Built in 1909, this two-story house with Craftman Style and Free Classical features was the residence of businessman William W Lake (1859-1912), founder of the Jackson Bottling Works, and his wife Viola Ensminger Lake (1866-1947), who was a noted lo philanthropist. She was a founder of the Old Ladies' Home and the YMCA in Jackson, and donated libraries to eleven local elementary schools. She bequeathed her house and property to be used for educational purposes. For a time in the 1980s and 1990s the house served as a support facility for developmentally disabled persons, but the building was later abandoned. As of 2021, it was vacant and in seriously deteriorated condition.

It was designated a Mississippi Landmark on 8 August 2006.

The house is included in "Jackson Landmarks" (1982) (pp. 169-170).

42

ORDER AUTHORIZING THE EXECUTION OF AN INSTALLATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF JACKSON AND ADOPT A CHARGER, INC. TO INSTALL ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, on October 18, 2023, Entergy Services, LLC entered into an agreement with Adopt a Charger, Inc. (AAC) to donate One Hundred Sixty Thousand Dollars and Zero Cents ($160,000.00) to enable AAC to install electric vehicle charging stations (EVCS) at high profile locations in Jackson, Mississippi metro area; and

WHEREAS, AAC seeks to enter into an agreement with the City of Jackson (COJ) to install and maintain, through Lavallee Services, EVCS in Jackson for an agreement period of five years after the execution of the agreement; and

WHEREAS, COJ will designate parking spaces available for the purpose of electric vehicle charging, will stripe the spaces to identify them as "Electric Vehicles Charging Only," and will be responsible for electricity costs incurred by the EVCS; and

WHEREAS, AAC will purchase and install the EVCS at the mutually agreed upon locations and will pay all up-front cost for the installation, equipment, operation, and maintenance; and

WHEREAS, COJ will have no financial obligation to repay the equipment and installations costs; and

WHEREAS, AAC will provide the COJ access to the site host dashboard software system to track utilization at the stations; and

WHEREAS, AAC will also contract with Lavallee Services for the maintenance of EVCS for five years of the agreement period; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the Mayor is authorized to enter into an Installation and Maintenance Agreement with Adopt a Charger, Inc. to install and maintain electric vehicle charging stations for an agreement period of five years.

Agenda Item No.: 42
11.19.24
(Keeton, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 11/20/2023

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER AUTHORIZING THE EXECUTION OF AN INSTALLATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF JACKSON AND ADOPT A CHARGER, INC. TO INSTALL ELECTRIC VEHICLE CHARGING STATIONS**
2.	**Purpose**	To install and maintain electric vehicle charging stations in the Jackson metro area
3.	**Who will be affected**	Citywide
4.	**Benefits**	Access to electric vehicle charging stations
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	citywide
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant**	Department of Planning & Development
8.	**COST**	$0
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	
1	**EBO participation** **See attached sheets from Vendors**	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__

Department of Planning and Development

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

TO: Mayor Choke Lumumba

FROM: Chloe Dotson BUPD. MURP., Director
Department of Planning and Development

DATE: November 20, 2023

RE: **ORDER AUTHORIZING THE EXECUTION OF AN INSTALLATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF JACKSON AND ADOPT A CHARGER, INC. TO INSTALL ELECTRIC VEHICLE CHARGING STATIONS**

The agenda item which accompanies this memo requests that Jackson City Council authorize the Mayor to execute an Installation and Maintenance Agreement with Adopt a Charger, Inc. to install and maintain electric vehicle charging stations in the Jackson metro area for an agreement period of five years.

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

11/29/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE EXECUTION OF AN INSTALLATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF JACKSON AND ADOPT A CHARGER, INC., TO INSTALL ELECTRIC VEHICLE CHARGING STATIONS** is legally sufficient for placement in NOVUS Agenda.

12/1/23

Catoria Martin, *City Attorney* — **Date**

Kristie Metcalfe, *Deputy City Attorney*

ACT OF DONATION

This Act of Donation ("**Agreement**") is made by and between Entergy Services, LLC "**Donor**"), a Louisiana limited liability corporation, and the Adopt A Charger ("**Donee**"), an IRC § 501(c)(3) non-profit corporation, effective as of the date of full and final execution below (the "**Effective Date**").

RECITALS:

WHEREAS, Donor has established the "Environmental Initiatives Fund" to support environmentally beneficial projects with an emphasis on climate change mitigation, solutions, and sustainability (the "**Fund**"); and

WHEREAS, Donee has requested that Donor make a charitable contribution to Donee to so that Donee may fund its Charge Up! Program for EV charging installations at high profile locations in the Jackson, Mississippi metro area ("the "**Project**"); and

WHEREAS, Donor has agreed to make a charitable contribution to Donee under the terms and conditions provided herein.

NOW THEREFORE, Donor and Donee agree as follows:

AGREEMENT:

1. **Donation.** Donor agrees to give to Donee the amount of One Hundred and Sixty Thousand ($160,000) Dollars. The payment(s) made by Donor to Donee are sometimes referred to herein as the "**Donation**."

2. **Permitted Uses; Donee Obligations.**

2.1 Donee: (1) shall use the Donation solely for the purposes of carrying out the Project; (2) affirms that the Donation provides support for its general purposes within the scope of IRC § 170(c)(2); and (3) shall use the Donation in a manner that is consistent with the exempt purposes of Donee.

2.2 Donee shall provide semi-annual reports pertaining to its use of the Donation and the status of the Project upon completion. Such reports shall be submitted by June 15 and December 15 following the year in which the donation was made, and within 45 days of Project completion, and shall include financial data detailing how much and for what the monies were used and the status and the environmental benefits of the Project. Donee also shall provide other information, in Donee's possession or available to Donee, related to Project and/or the Donation requested by Donor from time to time.

2.3 Upon request by Donor, Donee agrees to participate in public announcements and events with representatives of Donor to promote the program and to recognize accomplishments in the media and with business and community leaders.

3. **Indemnity.**

3.1 Donee agrees to indemnify and hold Donor harmless against any and all claims, demands, suits and judgments that may be asserted for damages for loss or liability on account of injuries to (including death of) persons or damage to property and including costs and expenses incidental thereto, arising wholly or in part from, or in connection with, Donee's use of the Donation and/or related to the Project. Donee also agrees to indemnify and hold Donor harmless against any and all claims or demands by any third parties used by Donee to provide or perform any work in connection with the Project.

3.2 If suit is brought against Donor to recover for, or on account of, any matter provided for in Section 3.1 above, Donee shall, at Donor's request, and at Donor's option, appear and defend said suit, with counsel reasonably acceptable to Donor, at Donee's sole cost and expense, whether or not well-founded, and will pay any judgment that may be entered therein against Donor or Donee, or both. The indemnification of Donor by Donee hereunder shall include but not be limited to the reasonable attorneys' fees and court costs incurred by Donor or on Donor's behalf in connection with any such suit, claim, demand or judgment. Notwithstanding anything to the contrary herein, Donee shall not indemnify Donor for Donor's gross negligence or intentional misconduct. The word "Donee" as used in Section 3.1 above shall include Donee's agents, contractors, subcontractors, representatives, servants, employees, invitees, successors, subsidiaries, affiliates or assigns, and the word "Donor" as used in this Section 3 shall include Donor, Donor's affiliated and associated companies, and the officers, directors, shareholders, agents, employees, representatives, licensees, invitees (express or implied) of each and their heirs, successors and assigns. The provisions of this Section 3 shall survive the termination of this Agreement.

4. **Faithful Performance; Termination.** The Donation is given on condition that Donee faithfully complies with all terms and conditions specified in this Agreement.

5. **Records.** Donee shall, for at least three (3) years after the completion of the Project, keep and maintain such time and other records or accounts of Donee as are necessary to verify and support any and all charges paid for using the Donation. This includes verification that any and all material, services, labor, and other expenses incurred for the Project have been paid. All books and records shall be maintained in accordance with generally accepted accounting principles. Such books and records shall be made available, on mutually agreeable dates and times, at Donee's facility in the United States for verification, copying, audit and inspection by representatives of Donor. Any such audit shall be at Donor's expense and conducted during the Donee's normal working hours; provided, however, that Donee shall provide reasonable assistance necessary to enable Donor to conduct such audit and shall not be entitled to charge Donor for any such assistance.

6. **Miscellaneous Provisions.**

6.1 **No Assignability.** This Agreement shall not be assigned by Donee.

6.2 **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of the State of Louisiana.

6.3 **Notices.**

A. All notices, requests, consents and other communications hereunder shall be in writing and may be sent via electronic mail or by United States Postal Service, addressed to the parties as follows:

If to Donor:

Entergy Services, LLC
P.O. Box 1640
Jackson, MS 39215-1640
Attn: Kelli M. Dowell, Director Environmental Policy
kdowell@entergy.com; and
EIF@entergy.com

With a copy to:

Entergy Services, LLC.
639 Loyola Avenue
22nd Floor
New Orleans, LA 70113
Attn: Robert D. Hess III, Associate General Counsel
rhess@entergy.com

If to Donee:

Adopt A Charger
2408 Via La Selva
Palos Verdes, CA 90274
Attn: Kitty Adams, Executive Director
kitty.adams@adoptacharger.org

B. Notices under this Agreement shall be deemed given upon the earlier of the date of delivery or the date upon which delivery is refused.

C. Any changes in the names or addresses set out in subsection A. above shall be through written notice in conformity with the requirements set forth herein.

6.4 **Section Headings.** The headings of the several sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

6.5 **Entire Agreement.** This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties. No claim of waiver, modification, consent or acquiescence with respect to any of the provisions of this Agreement shall be made against either party, except on the basis of a written instrument executed by and on behalf of such parties. The parties acknowledge and agree that the recitals provided above constitute an integral part of this Agreement and shall be given the same force and effect as any other provision in this Agreement.

6.6 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

6.7 **Other Parties.** Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than the parties hereto, any rights, remedy or claim under or in respect to this Agreement or any provision thereof.

6.8 **No Waiver.** Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

6.9 **Survival.** All of the warranties, covenants and representations of Donee, specifically including any obligations of insurance, defense, indemnity and hold harmless, shall survive the termination of this Agreement.

THUS DONE AND EXECUTED by the following duly authorized representative of Donor, before me, the undersigned Notary Public, in and for the County of Hinds, State of Mississippi, and the undersigned competent witnesses, on the 18th day of ~~September~~ October, 2023.

WITNESSES:

ENTERGY SERVICES, LLC

By: Kelli M Dowell
Name: Kelli M. Dowell
Title: Director, Environmental Policy
Date: 10.18.23

Sharon A Smith
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 56278 SHARON A. SMITH Commission Expires June 11, 2027 HINDS COUNTY

THUS DONE AND EXECUTED by the following duly authorized representative of Donee, before me, the undersigned Notary Public, in and for the County of Los Angeles, State of California, and the undersigned competent witnesses, on the 20 day of September, 2023.

WITNESSES:

ADOPT A CHARGER

By: Kathryn Adams Hoksbergen
Name: Kathryn Adams Hoksbergen
Title: Executive Director
Date 9/20/2023

NOTARY PUBLIC

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles }

On September 20, 2023 before me, Kathia Ramirez, notary public,
Date *Here Insert Name and Title of the Officer*

personally appeared Kathryn Adams Hoksbergen
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

KATHIA RAMIREZ
Notary Public - California
Los Angeles County
Commission # 2451896
My Comm. Expires Jun 29, 2027

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Act of Donation
Document Date: _____ Number of Pages: 5
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

©2019 National Notary Association

INSTALLATION AND MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is entered into this __ day of October 2024 ("Execution Date") between the City of Jackson, Mississippi (City) and Adopt a Charger, Inc. ("AAC").

RECITALS

1. Founded in 1812, Jackson is the capital of and the most populous city in Mississippi. The city is also one of the two count seats of Hinds County, along with Raymond County. Jackson is the anchor for the Jackson metropolitan statistical area, the largest metropolitan area completely within the state and the 10th largest urban area in the Depp South. With a 2020 population estimated around 600,000, metropolitan Jackson is home to over one-fifth of Mississippi's population. The city sits on the Pearl River and is located in the greater Jackson Prairie region of Mississippi.

2. AAC is a nonprofit organization dedicated to finding and working with sponsors to install, and maintaining electric vehicle charging stations ("EVCS") at popular destination locations for public use.

IT IS THEREFORE agreed by and among AAC and the City as follows:

I. EVCS EQUIPMENT

A. AAC will purchase and install Level 2 – 240 volt EVCS to be installed at mutually agreed upon locations in and around Jackson (Exhibit A). AAC will pay all up-front cost for the installation, equipment, operation and maintenance for a 5 year period using grant funding from the Entergy Environmental Initiatives Fund. Upon installation, the charging stations will become the property of The City. The City will have no financial obligation to repay the equipment and installation costs.

B. AAC will provide the City access to the site host dashboard software system to track utilization at the charging stations.

C. AAC shall be responsible for installing additional EVCS, if the City decides to expand the program and applicable rebates are available.

II. THE CITY AND AAC OBLIGATIONS

A. The City agrees to support the Adopt a Charger Program with the following services:
   1. The City will make agreed upon parking spaces available for the purpose of electric vehicle charging.
   2. If the City decides to upgrade other electrical in the vicinity for lights or security cameras, they will pay their share of the utility upgrade costs.
   3. The City agrees to designate the parking spaces for EV charging only.
   4. The City shall be responsible for all electricity costs incurred by the EVCS during the term of this Agreement ("Electricity Charges")
   5. If the City decides to recoup the cost of electricity, they will enter into a separate agreement with the Electric Vehicle Service Provider (EVSP), to monetize the charging.
   6. The City will provide wifi access for the purpose of connecting the EVCS to the cloud for payment processing.
   7. The City will stripe the parking spaces to identify them as EV Charging Only.

B. AAC will provide the City with the following services (the "Services"):

   1. AAC shall pay 100% of the upfront costs of the project using the Entergy Environmental Initiatives Fund Grant.
   2. There is no obligation for the City to contribute to any costs not covered by the EIF grant.
   3. AAC will provide and install all necessary regulatory signage.

III. GRANT OF RIGHTS

A. AAC may use the Jackson logo and trademarks for promotion of the program, subject in each case to prior approval. The City's Logo shall at all times remain their exclusive property. The City reserves the right to withdraw this authority for AAC's use of the Logo at any time if such use is not consistent with the terms of this Agreement or if, in the City's sole judgment, such use may be harmful in any way, whereupon AAC shall cease all use of Logo immediately. The City represents and warrants that such approved use will not violate or infringe upon any rights of any kind or nature whatsoever, including without limitation copyright, rights of privacy or publicity, or trademark or servicemark rights, of any person or entity.

B. The City may use/display AAC logo and promotional material, if any (collectively, for promotion by the City, subject in each case to prior approval by AAC. AAC's Logo

shall at all times remain AAC's exclusive property. AAC reserves the right to withdraw this authority for City's use of Logo at any time if such use is not consistent with the terms of this Agreement or if, in AAC's judgment, such use may be harmful to in any way, whereupon the City shall cease all use of Logo immediately. AAC represents and warrants that such approved use will not violate or infringe upon any rights of any kind or nature whatsoever of any person or entity, including without limitation copyright, rights of privacy or publicity, or trademark or servicemark rights.

IV. MAINTENANCE

A. AAC will contract with Lavallee Services for maintenance of EVCS for the period of 5 years.
   1. Lavallee will list a toll free number on each EVSE unit to report problems.

   2. Lavallee will respond to any reported problems within 72 hours and make necessary repairs to EVCS.

V. TERM

The term of this Agreement is for five (5) years, commencing on the Execution Date and terminating five calendar years after the Execution Date (the "Expiration Date").

VI. INDEMNIFICATION

AAC and the City agree, jointly and severally, to hold harmless, indemnify, and defend the City, and their respective trustees, officers, employees and affiliates from and against any and all claims, liabilities, damages, and expenses (including without limitation attorneys' fees) incurred in connection with or arising from the use of the EVCS by visitors or staff.

VII. INSURANCE

AAC will maintain the following minimum insurance coverages: Commercial general liability insurance in the amount of $1 million and workers compensation insurance as required under California law. AAC hereby waives all rights of recovery against the City of Jackson, its trustees, officers, employees, and subcontractors for damages arising out of or incurred in connection with this Agreement.

VIII. TERMINATION

Any party may terminate this Agreement upon 30 days' written notice to the other parties, with or without cause. The City shall be responsible for, and shall pay all Electricity Charges, up to the date of termination as specified in the notice of termination.

IX. NOTICES

A. Any notices that any party is required or permitted to give under or in connection with this Agreement must be in writing. All notices must be hand delivered, sent by fax with a copy sent by U.S. Mail postage prepaid, or sent by overnight delivery service or registered or certified mail, return receipt requested. Notice will be effective at the time of receipt by the receiving party if personally served, at the time of faxing if faxed with a copy sent by U.S. Mail, or on the day that is one day after mailing or delivering by overnight delivery service.

B. The addresses for notice are:

The City of Jackson:	AAC:
Jackson City Hall 219 S. President St. Jackson, MS 39201	Adopt a Charger 2408 Via La Selva Palos Verdes Estates, CA 90274

X. NO CONTINUING OBLIGATIONS

Except as provided in this Agreement, neither AAC nor the City of Jackson shall have any continuing obligations, liability, cost or expense with respect to each EVSE upon expiration of this Agreement.

XI. GENERAL PROVISIONS

A. Each party represents and warrants that it has the right, authority, and capacity to enter into this Agreement and to provide the services set forth herein in compliance with the terms of this Agreement, for the entire term of this Agreement.

B. The City may not transfer or assign this Agreement. AAC may not transfer or assign its rights, nor delegate its obligations under this Agreement to a third party, without the prior written approval of the City.

C. Failure by any party at any time to require performance by the other party of any provision does not in any way affect the right to require full performance at any later time, nor does the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of same or any other provision, nor constitute a waiver of the provision itself.

D. This Agreement is to be governed by and construed according to the laws of the State of Mississippi.

E. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.

F. Nothing in this Agreement is intended to make the parties partners or joint venturers. Further, nothing in this Agreement makes one party the agent of the other, and no party has the power or authority to bind the other.

G. Any modification of this Agreement must be in writing and signed by all of the parties.

H. Each party represents and warrants that it has the right, power, and authority to execute this Agreement and perform this Agreement in accordance with its terms.

I. The parties agree that any dispute between them arising out of, based upon or relating to this Agreement will be resolved exclusively by arbitration conducted in accordance with the Commercial Rules of the American Arbitration Association then in effect. The prevailing party in such arbitration shall be awarded reasonable attorney fees, to be fixed by the arbitration, and its costs of arbitration.

J. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same Agreement.

K. This Agreement constitutes the entire agreement of the parties and all prior understandings, agreements, and contracts, if not contained herein, are of no force and effect. This Agreement is intended to supersede all prior agreements or understandings of the parties relating to the subject matter of the Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the Execution Date set forth above.

DocuSign Envelope ID: FA298BBE-74E9-480F-B410-2E54252EC555

THE CITY OF JACKSON

By: _____

_____

Printed Name

_____

Title

ADOPT A CHARGER

DocuSigned by:

By: Kathryn Adams Hoksbergen

D468EFDE37BA4C1...

Kathryn Adams Hoksbergen

Printed Name

Executive Director

Title

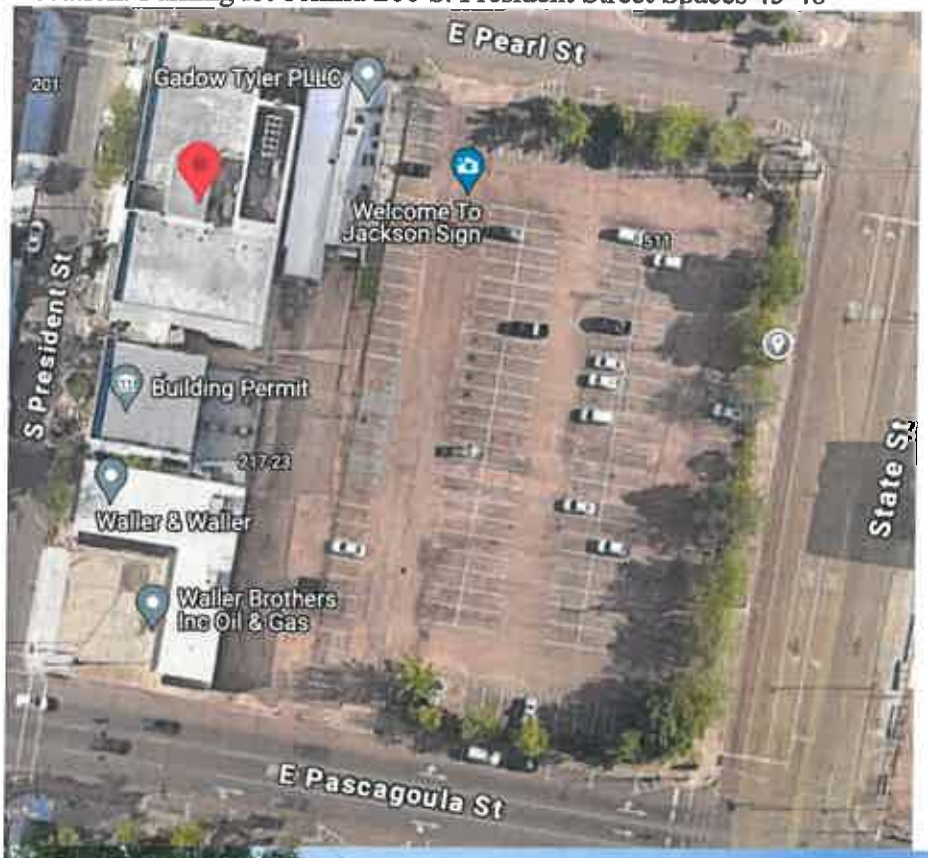
Exhibit A – Locations for EV charging stations

Location: Parking Lot serving Thalia Mara Hall/Mississippi Museum of Art, 3 dual pedestal charging stations serving (6) spaces.





Location: Parking lot behind 200 S. President Street Spaces 45-48





Parking spaces at Union Station – 4 spaces



43

ORDER RATIFYING PROCUREMENT OF ALARM MONITORING SERVICES BY THE TRAFFIC ENGINEERING DIVISION FROM ACADIAN TOTAL SECURITY, L.L.C. AND AUTHORIZING PAYMENTS TO SAID VENDOR

WHEREAS, the Traffic Engineering Division of the Department of Public Works needed a monitoring service for the security systems installed at the Traffic Engineering Office and at the Traffic Maintenance Facility; and

WHEREAS, due to exigent circumstances, the procurement of these necessary services was done without prior approval of the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the alarm monitoring services set forth in certain invoices attached hereto were provided to the Department of Public Works, Traffic Engineering Maintenance Division, and the alarm monitoring services have been performed.

IT IS, THEREFORE, ORDERED that the procurement of the alarm monitoring services from Acadian Total Security, L.L.C. set forth in the attached invoices is hereby ratified.

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

Acadian Total Security, L.L.C.	$466.56
Total	$466.56

Agenda Item No.: 43
11.19.24
(Wright, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 8, 2024
DATE

(as revised 3/6/01)

	POINTS	COMMENTS
1.	**Brief Description / Purpose**	**ORDER RATIFYING PROCUREMENT OF ALARM MONITORING SERVICES BY THE TRAFFIC ENGINEERING DIVISION FROM ACADIAN TOTAL SECURITY, L.L.C. AND AUTHORIZING PAYMENTS TO SAID VENDOR**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation
3.	**Who will be affected**	This will allow payment to the vendor for alarm monitoring services provided from August 1, 2023 through July 31, 2024
4.	**Benefits**	This will allow payment to the vendor for alarm monitoring services provided from August 1, 2023 through July 31, 2024
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	100 Ford Avenue, Hawkins Field
7.	**Action implemented by:** ▪ **City Department** ☒ ▪ **Consultant** ☐	Department of Public Works
8.	**COST**	$466.56
9.	**Source of Funding** ▪ **General Fund** ☒ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	001.448.20.6514
10.	**EBO participation**	ABE ____ % WAIVER yes ___ no ___ N/A ___ AABE ____ % WAIVER yes ___ no ___ N/A ___ WBE ____ % WAIVER yes ___ no ___ N/A ___ HBE ____ % WAIVER yes ___ no ___ N/A ___ NABE ____ % WAIVER yes ___ no ___ N/A ___

City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Hon. Chokwe A. Lumumba, Mayor

From: Louis Wright, Chief Administrative Officer

Date: November 5, 2024

Agenda Item: **ORDER RATIFYING PROCUREMENT OF ALARM MONITORING SERVICES BY THE TRAFFIC ENGINEERING DIVISION FROM ACADIAN TOTAL SECURITY, L.L.C. AND AUTHORIZING PAYMENTS TO SAID VENDOR**

Council Meeting: Regular Council Meeting, November 19, 2024

Purpose: Pay for alarm monitoring services provided from August 1, 2023 through July 31, 2024

Cost: $$466.56

Funding Source: 001.448.20.6514

Schedule/Time: Payment on next Claims Docket after ratification

Background: This agenda item is to ratify the procurement of alarm monitoring services at the Traffic Engineering Office and the Traffic Maintenance Facility both located at 100 Ford Avenue, Hawkins Field. The alarm monitoring services were provided for the period of August 1, 2023 through July 31, 2024.

Please let me know if you have any 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

This **ORDER RATIFYING PROCUREMENT OF ALARM MONITORING SERVICES BY THE TRAFFIC ENGINEERING DIVISION FROM ACADIAN TOTAL SECURITY, L.L.C. AND AUTHORIZING PAYMENTS TO SAID VENDOR** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 11/12/2024

Sondra Moncure, Special Assistant

Terry Williamson, *Legal Counsel*

Acadian Total Security
P.O. Box 734760
Dallas, TX 75373-4760
(855) 222-3426
1696 - 1891 T7 P1
RETURN SERVICE REQUESTED

INVOICE / STATEMENT

Customer Name	City of Jackson
Customer Number	26326
Invoice Number	1084558
Invoice Date	8/1/2023
PO Number	
PAYMENTS APPLIED THROUGH	8/1/2023

City of Jackson
PO Box 17
Traffic Eng/Maint Facility
Jackson, MS 39205-0017

IMPORTANT MESSAGES

Please Note: A late fee of 5%, with a minimum charge of $5.00, will be applied to any unpaid balance that is over 45 days.

CURRENT CHARGES

Quantity	Description	Rate	Amount
8/1/2023 - 7/31/2024	*City of Jackson- Engineering Office, 100 Hawkins Field, Jackson, MS 39205*		
12	Monitoring Services	$18.00	$216.00
8/1/2023 - 7/31/2024	*City of Jackson- Maintenance Facility, 100 Hawkins Field, Jackson, MS 39205*		
12	Monitoring Services	$18.00	$216.00
	Tax		$34.56
	Payments/Credits Applied		$0.00
		Invoice Balance Due:	**$466.56**

PLEASE DETACH AND ENCLOSE WITH PAYMENT

☐ Please check box if above address is incorrect. Indicate change(s) on reverse side.

VISA ☐ MC ☐ DISCOVER ☐ AMEX ☐

CARD NUMBER	SEC CODE
SIGNATURE	EXP DATE
	AMOUNT PAID

Acadian Total Security

Pay Online At: https://www.MySecurityPayment.com

City of Jackson
PO Box 17
Traffic Eng/Maint Facility
Jackson, MS 39205-0017

Customer #: 26326
Bill Issue Date: 8/1/2023
Account Balance: $466.56
Invoice #: 1084558

REMIT TO
Acadian Total Security
P.O. Box 734760
Dallas, TX 75373-4760

00026326

44

ORDER ESTABLSHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE BEASLEY ROAD, AT HIGHLAND DRIVE IMPROVEMENTS PROJECT, STP-8254-00(004) LPA 108[illegible] (PARCEL NO. 706-201, JACKSON MS TIC A LLC AND JACKSON MS TIC B LLC)

WHEREAS, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey, or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

WHEREAS, the Real Property Acquisition Policies Law, Sections 43-31-1, *et seq.* of the Mississippi Code of 1972, as amended, provides the requirements for acquiring privately-owned real property for projects; and

WHEREAS, the City requires additional right-of-way to address drainage issues affecting the construction of a sidewalk along a portion of the north side of Beasley Road; and

WHEREAS, in order to make the drainage improvements, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Section 43-37-3 of the Mississippi Code of 1972, as amended, is seeking to acquire an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Tax Parcel Number 706-201 and owned by JACKSON MS TIC A LLC and JACKSON MS TIC B LLC; and

WHEREAS, the City of Jackson, Mississippi, through the Department of Public Works, requested that its design engineer on the project, Neel-Schaffer, Inc. have the right-of-way necessary for the project valued and acquired; and

WHEREAS, Neel-Schaffer, Inc. directed its subconsultant Integrated Right of Way to perform a valuation of the right-of-way, which provided a report valuing said right-of-way; and

WHEREAS, the valuation contained in the report was prepared pursuant to statutory authorization by Section 43-7-3 of the Mississippi Code of 1972, as amended: "[T]he acquiring … agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars ($ 10,000.00) or less..."; and Section 24.102 of Title 49 of the Code of Federal Regulations provides: "(2) An appraisal is not required if: ... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at $10,000 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation…;" and under authority of the Section 43-37-3 of the Mississippi Code of 1972, as amended, to adopt procedures in compliance with federal regulations, and in accordance with 49 CFR 24.102, Appendix A: "Waiver valuations are not appraisals as defined by the Uniform Act and these regulations [42 U.S.C §4601, et seq., and 49 CFR Part 24]; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...;" and

WHEREAS, therefore, pursuant to federal regulation and state law, the valuation provided to the City was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

WHEREAS, just compensation for right-of-way over real property located in the City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 706-201 (JACKSON MS TIC A LLC and

Agenda Item No.: 4.1.1
11.19.24
(Wright, Lumumba)

JACKSON MS TIC B LLC, owners of record) needed for drainage improvements necessary for construction of a sidewalk is $6,940.00; and

WHEREAS, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi that drainage improvements be made on the north side of Beasley Road and that completion of said project will similarly benefit the citizens within and the City of Jackson, Mississippi.

IT IS, THEREFORE, ORDERED that just compensation is established in the amount of $6,940.00 for acquisition of right-of-way over certain property herein identified as Parcel Number 706-201 (JACKSON MS TIC A LLC and JACKSON MS TIC B LLC, owners of record) for the purpose of making drainage improvements on the north side of Beasley Road.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 8, 2024
DATE

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER ESTABLSHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS PROJECT (PARCEL NO. 706-201, JACKSON MS TIC A LLC AND JACKSON MS TIC B LLC)**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Live
3.	**Who will be affected**	Vehicles and pedestrians along Beasley Road near the intersection of Highland Drive
4.	**Benefits**	Addresses a drainage issue threatening to erode the road shoulder
5.	**Schedule (beginning date)**	After City Council approval iROW will contact the property owner with the offer of just compensation
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Near intersection of Beasley Road and Highland Drive
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Public Works Department, Engineering Division
8.	**COST**	$6,940.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Special Sales Tax or Infrastructure Modernization
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

THE CITY OF
JACKSON
MISSISSIPPI

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Louis Wright
Chief Administrative Officer

Date: November 8, 2024

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda establishing just compensation for right-of-way needed to address a drainage issue that is affecting the construction of the Beasley Road at Highland Drive Improvements Project. Integrated Right of Way, a subconsultant to the project design engineer, Neel-Schaffer, Inc., valued the property. iROW valued the property by means of a waiver valuation, which is a process less extensive than an appraisal. A waiver valuation is authorized under state and federal law where the estimated value of the property being taken is less than $10,000.00.

If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
2024

OFFICE OF THE CITY ATTORNEY

This **ORDER ESTABLSHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS PROJECT, STP-8254-00(004) LPA 108284 (PARCEL NO. 706-201, JACKSON MS TIC A LLC AND JACKSON MS TIC B LLC)** is legally sufficient for placement in NOVUS Agenda.

Sondra Q. Moncure 11/18/24

Sondra Moncure, Special Assistant

Terry Williamson, *Legal Counsel*

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

> "*Establishment and offer of just compensation.* Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation."

The property that is the subject of this offer of just compensation is as follows:

Owner: JACKSON MS TIC A LLC and JACKSON MS TIC B LLC

Parcel No: 706-201 (Tax Parcel) / 002-00-00-W (Project Parcel)

Project No: 2024-2083 (iROW)

Project Name: STP-8254-00(004) LPA 108284 (Beasley Road)

County: Hinds

Under the authority conveyed to me by the City of Jackson, MS, and based on the waiver valuation for the above-named property, which is inclusive of all compensable interests, I, Chokwe Lumumba, do hereby establish the City of Jackon's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **$6,940.00**.

Signed:_____ Date:_____

NOTICE TO ACQUISITON AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Integrated Right of Way
P. O. Box 3066
Madison, MS 39130
Phone: 601-790-0443
Fax: 601-852-1170

Waiver Valuation

Parcel No.:	706-201	**Project No.:**	2024-2083 (iROW)
County:	Hinds	**Address:**	1155 East 24th Street
Owner(s):	Jackson MS Tic A LLC &		Brooklyn, NY 11210
	Jackson MS Tic B LLC	**Phone:**	212-500-1312

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: "*... the acquiring ... agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars ($ 10,000.00) or less...*".

Federal regulation at 49 CFR 24.102 provides: "*... (2) An appraisal is not required if: ... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at $10,000 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation.*"

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: "*... Waiver valuations are not appraisals as defined by the Uniform Act and these regulations*" [42 U.S.C §4601, et seq., and 49 CFR Part 24]; "*therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...*". Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary and Allocation for All Interests					
Parcel No.	Interest Acquired	Land	Improvements	Damages	Total
002-00-00-W	W	$6,540	$0	$400	$6,940
		$6,540	$0	$400	$6,940

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and no personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation

(signature) _____ **Date:** November 8, 2024

(print name & title) John Gresham, Acquisition Agent, IROW

Providing Professional Right of Way Acquisition & Consultation Services

Integrated Right of Way
P. O. Box 3066
Madison, MS 39130
Phone: 601-790-0443
Fax: 601-852-1170

Basis of Valuation

Date of Inspection:

Size and Description of Total Ownership BEFORE and AFTER

18.53 Acres of multi-family land in the before condition

18.35 Acres of multi-family land in the after condition

Size of Larger Parcel Used for Valuation Process
(if less than size of total ownership):

18.53 Acres

Description of Acquisition(s) including: type (Q, T, W), existing use, size, features:

(W) – 0.18 Acres (7,692 sq. ft.) of multi-family residential land by Warranty Deed

Sales Data Utilized for Valuation Process:

Four (4) sales were used to determine an opinion of fair market value of the subject site. The sales range in value from $0.47 per square foot to a high of $1.61 per square foot with an average of $0.87 per square foot. The sales range in size from 8.51 acres to 23.02 acres. Based on these comparable sales within the market, I conclude a fee simple value per square foot of $0.85. The comparable sales information is retained in iROW's work file.

Proposed Fee Simple (002-00-00-W)		
Size of Acquisition Area	7,692	sf
Value per Unit	$0.85	per sf
Total Fee Simple Value of 001-00-00-W	$6,538	
Rounded	**$6,540**	

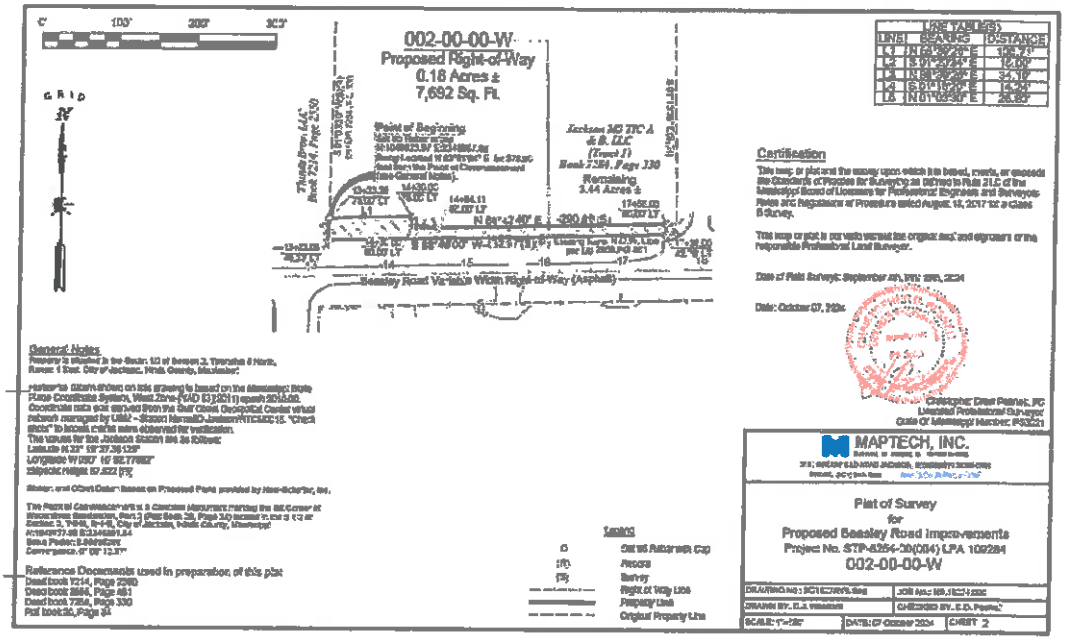
Damages / Cost to Cure:

Two (2) landscaping trees are located in the area of acquisition and will be removed as part of the Project. A cost to cure analysis has been completed using Marshall & Swift Cost Estimator Services and local retail landscaping providers. We have determined damages of $200 per tree are warranted, for total damages to impacted trees of **$400**.

Summary and Allocation for All Interests					
Parcel No.	Interest Acquired	Land	Improvements	Damages	Total
002-00-00-W	W	$6,540	$0	$400	$6,940
		$6,540	$0	$400	$6,940

Integrated Right of Way
P. O. Box 3066
Madison, MS 39130
Phone: 601-790-0443
Fax: 601-852-1170

Plat



Integrated Right of Way
P. O. Box 3066
Madison, MS 39130
Phone: 601-790-0443
Fax: 601-852-1170

INSPECTION PICTURES





Integrated Right of Way
P. O. Box 3066
Madison, MS 39130
Phone: 601-790-0443
Fax: 601-852-1170





Providing Professional Right of Way Acquisition & Consultation Services

45

OFFICE OF THE CITY ATTORNEY

ORDER ESTABLSHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE BEASLEY ROAD & HIGHLAND DRIVE IMPROVEMENTS PROJECT, STP-8254-00(004) LPA 108254 (PARCEL NO. 706-15-4, THIND BROS. LLC)

WHEREAS, pursuant to Section 21-17-1 of the Mississippi Code of 1972, as amended, the City of Jackson, Mississippi, is authorized to sell, convey, or hold any real or personal property and to make any such order respecting same that may be conducive to the best interest of the municipality; and

WHEREAS, the Real Property Acquisition Policies Law, Sections 43-31-1, *et seq.* of the Mississippi Code of 1972, as amended, provides the requirements for acquiring privately-owned real property for projects; and

WHEREAS, the City requires additional right-of-way to address drainage issues affecting the construction of a sidewalk along a portion of the north side of Beasley Road; and

WHEREAS, in order to make the drainage improvements, the City of Jackson, Mississippi, through the Department of Public Works and pursuant to Section 43-37-3 of the Mississippi Code of 1972, as amended, is seeking to acquire an interest in certain real property located in the City of Jackson, Hinds County, Mississippi, identified in the Hinds County Land Records as Tax Parcel Number 706-15-4 and owned by Thind Bros. LLC; and

WHEREAS, the City of Jackson, Mississippi, through the Department of Public Works requested that its design engineer on the project Neel-Schaffer, Inc. have the right-of-way necessary for the project valued and acquired; and

WHEREAS, Neel-Schaffer, Inc. directed its subconsultant Integrated Right of Way to perform a valuation of the right-of-way, which provided a report valuing said right-of-way; and

WHEREAS, the valuation contained in the report was prepared pursuant to statutory authorization by Section 43-7-3 of the Mississippi Code of 1972, as amended: "[T]he acquiring … agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars ($ 10,000.00) or less..."; and Section 24.102 of Title 49 of the Code of Federal Regulations provides: "(2) An appraisal is not required if: ... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at $10,000 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation…;" and under authority of the Section 43-37-3 of the Mississippi Code of 1972, as amended, to adopt procedures in compliance with federal regulations, and in accordance with 49 CFR 24.102, Appendix A: "Waiver valuations are not appraisals as defined by the Uniform Act and these regulations [42 U.S.C §4601, et seq., and 49 CFR Part 24]; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...;" and

WHEREAS, therefore, pursuant to federal regulation and state law, the valuation provided to the City was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

WHEREAS, just compensation for right-of-way over real property located in the City of Jackson, Hinds County, Mississippi, being identified as Parcel Number 706-15-4 (Thind Bros. LLC, owner of record) needed for drainage improvements necessary for construction of a sidewalk is $6,180.00; and

Agenda Item No.: 45
11.19.24
(Wright, Lumumba)

WHEREAS, the Jackson City Council has determined that it is in the best interests of the City of Jackson, Mississippi that drainage improvements be made on the north side of Beasley Road and that completion of said project will similarly benefit the citizens within and the City of Jackson, Mississippi.

IT IS, THEREFORE, ORDERED that just compensation is established in the amount of $6,940.00 for acquisition of right-of-way over certain property herein identified as Parcel Number 706-15-4 (Thind Bros. LLC, owner of record) for the purpose of making drainage improvements on the north side of Beasley Road.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 8, 2024
DATE

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER ESTABLSHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS PROJECT, STP-8254-00(004) LPA 108284 (PARCEL NO. 706-15-4, THIND BROS. LLC)**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Live
3.	**Who will be affected**	Vehicles and pedestrians along Beasley Road near the intersection of Highland Drive
4.	**Benefits**	Addresses a drainage issue threatening to erode the road shoulder
5.	**Schedule (beginning date)**	After City Council approval iROW will contact the property owner with the offer of just compensation
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Near intersection of Beasley Road and Highland Drive
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Public Works Department, Engineering Division
8.	**COST**	$6,180.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Special Sales Tax or Infrastructure Modernization
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

THE CITY OF
JACKSON
MISSISSIPPI

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Louis Wright
Chief Administrative Officer

Date: November 8, 2024

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda establishing just compensation for right-of-way needed to address a drainage issue that is affecting the construction of the Beasley Road at Highland Drive Improvements Project. Integrated Right of Way, a subconsultant to the project design engineer, Neel-Schaffer, Inc., valued the property. iROW valued the property by means of a waiver valuation, which is a process less extensive than an appraisal. A waiver valuation is authorized under state and federal law where the estimated value of the property being taken is less than $10,000.00.

If you have any questions or comments, please do not hesitate to call me.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
11/12/2024

OFFICE OF THE CITY ATTORNEY

This **ORDER ESTABLSHING JUST COMPENSATION AND AUTHORIZING ACQUISITION OF RIGHT-OF-WAY FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS PROJECT, STP-8254-00(004) LPA 108284 (PARCEL NO. 706-15-4, THIND BROS. LLC)** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 11/12/2024

Sondra Moncure, Special Assistant

Terry Williamson, *Legal Counsel* TSW

DATE

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

> "*Establishment and offer of just compensation*. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation."

The property that is the subject of this offer of just compensation is as follows:

Owner: Thind Bros. LLC

Parcel No: 706-15-4 (Tax Parcel) / 001-00-00-W (Project Parcel)

Project No: 2024-2083 (IROW)

Project Name: STP-8254-00(004) LPA 108284 (Beasley Road)

County: Hinds

Under the authority conveyed to me by the City of Jackson, MS, and based on the waiver valuation for the above-named property, which is inclusive of all compensable interests, I, Chokwe Lumumba, do hereby establish the City of Jackson's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of **$6,180.00**.

Signed:_____ Date:_____

NOTICE TO ACQUISITON AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Integrated Right of Way
P. O. Box 3066
Madison, MS 39130
Phone: 601-790-0443
Fax: 601-852-1170

Waiver Valuation

Parcel No.:	706-15-4	**Project No.:**	2024-2083 (IROW)
County:	Hinds	**Address:**	111 Fairfax Court
Owner(s):	Thind Bros. LLC		Madison, MS 39110
Phone:	601-978-0298		

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: "*... the acquiring ... agency ... may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of Ten Thousand Dollars ($ 10,000.00) or less...*".

Federal regulation at 49 CFR 24.102 provides: "*... (2) An appraisal is not required if: ... (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at $10,000 or less, based on a review of available data ... (A) When an appraisal is determined to be unnecessary, the Agency shall prepare a waiver valuation.*"

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: "*... Waiver valuations are not appraisals as defined by the Uniform Act and these regulations*" [42 U.S.C §4601, et seq., and 49 CFR Part 24]; "*therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule...*". Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary and Allocation for All Interests

Parcel No.	Interest Acquired	Land	Improvements	Damages	Total
001-00-00-W	W	$6,180	$0	$0	$6,180
		$6,180	$0	$0	$6,180

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and no personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation

(signature) _____ **Date:** November 8, 2024

(print name & title) John Gresham, Acquisition Agent, iROW

Providing Professional Right of Way Acquisition & Consultation Services

Integrated Right of Way
P. O. Box 3066
Madison, MS 39130
Phone: 601-790-0443
Fax: 601-852-1170

Basis of Valuation

Date of Inspection: 11/6/2024

Size and Description of Total Ownership BEFORE and AFTER

0.83 Acres of commercial land in the before condition

0.74 Acres of commercial land in the after condition

Size of Larger Parcel Used for Valuation Process
(if less than size of total ownership):

0.83 Acres

Description of Acquisition(s) including: type (Q, T, W), existing use, size, features:

(W) – 0.09 Acres (4,118 sq. ft.) of commercial land by Warranty Deed

Sales Data Utilized for Valuation Process:

Three (3) sales were used to determine an opinion of fair market value of the subject site. The sales range in value from a low of $1.01 per square foot to a high of $2.19 per square foot, with an average of $1.54 per square foot. The sales range in size from 0.21 acres to 0.63 acres. Based on these comparable sales within the market, I conclude a fee simple value **per square foot** of $1.50. The comparable sales information is retained in iROW's work file.

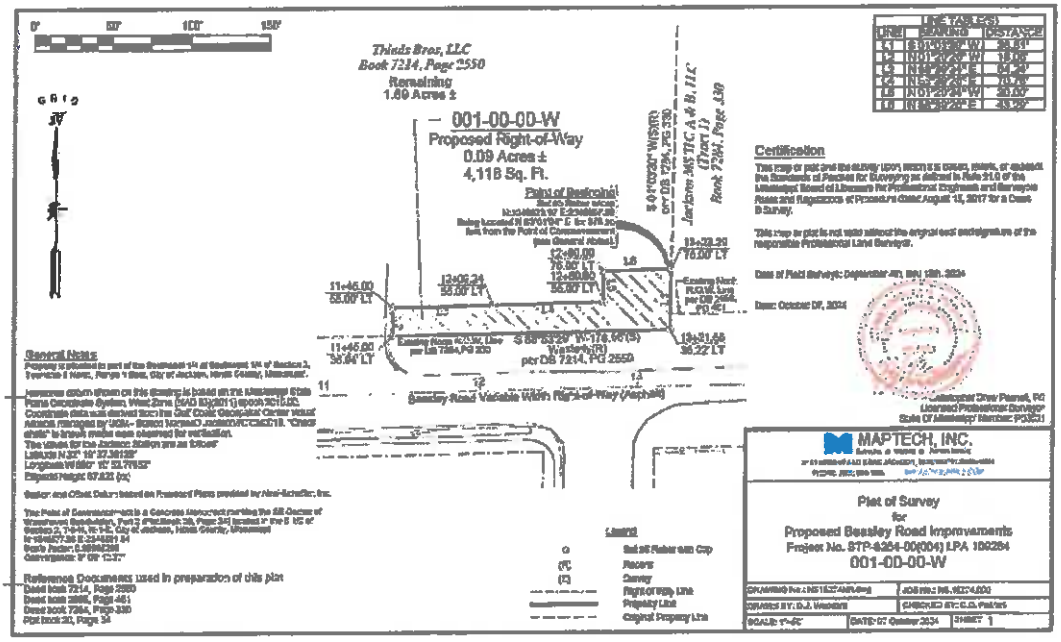
Proposed Fee Simple (001-00-00-W)	
Size of Acquisition Area	4,118 sf
Value per Unit	$1.50 per sf
Total Fee Simple Value of 001-00-00-W	$6,177
Rounded	$6,180

Damages:

No damages are warranted.

Integrated Right of Way
P. O. Box 3066
Madison, MS 39130
Phone: 601-790-0443
Fax: 601-852-1170

Plat



Integrated Right of Way
P. O. Box 3066
Madison, MS 39130
Phone: 601-790-0443
Fax: 601-852-1170

INSPECTION PICTURES







Integrated Right of Way
P. O. Box 3066
Madison, MS 39130
Phone: 601-790-0443
Fax: 601-852-1170



Providing Professional Right of Way Acquisition
& Consultation Services

46

ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE PRELIMINARY ENGINEERING SERVICES CONTRACT FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS PROJECT WITH NEEL-SCHAFFER, INC.

WHEREAS, the City Council approved a Preliminary Engineering Services Contract with Neel-Schaffer, Inc. for the Beasley Road at Highland Drive Improvements on July 5, 2022 with a termination date of December 31, 2024; and

WHEREAS, due to changes in the scope of the design work which includes drainage improvements to address erosion that is affecting the area of the project, additional time is need to complete the design, acquisition of additional right-of-way for the drainage improvements, MDOT review of the final PS&G assembly, advertising for bids to construct the project, and the award of the construction project; and

WHEREAS, Neel-Schaffer, Inc. has proposed to extend the contract termination date to no later than December 31, 2025, in order to ensure that all work under the contract is complete; and

WHEREAS, Article III, CONTRACT TERM, TERMINATION of the Preliminary Engineering Services Contract should be amended in to state:

> This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until December 31, 2025, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No. 2 to the Preliminary Engineering Services Contract with Neel-Schaffer, Inc. for the Beasley Road at Highland Drive Improvements to amend the time for completion of the work until December 31, 2025, at 11:59 p.m.

Agenda Item No.: 46
11.19.24
(Wright, Lumumba)

Jackson City Council Member
Kenneth I. Stokes, Ward 3

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
November 5, 2024

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

~~Telephone: 601-960-1090~~
Office Facsimile: 601-960-1032

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE PRELIMINARY ENGINEERING SERVICES CONTRACT FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS PROJECT WITH NEEL-SCHAFFER, INC..**
2.	**Public Policy Initiative** 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.
3.	**Who will be affected**	Vehicular and pedestrian traffic in the vicinity of Beasley Rd and Highland Dr.
4.	**Benefits**	Allows for drainage issues that would affect the construction of the project to be addressed
5.	**Schedule (beginning date)**	When contracts are executed.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Throughout the City
7.	**Action implemented by:** ▪ **City Department** ▪ **Consultant** ☐	This project was implemented by the Engineering Division and the Special Sales Tax Commission.
8.	**COST**	N/A
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	N/A
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

Chief Administrative Officer

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

Chokwe Antar Lumumba
Mayor of the City of Jackson

Council Agenda Item Memorandum

To: Hon. Chokwe Antar Lumumba, Mayor

From: Louis Wright, Chief Administrative Officer

Date: November 8, 2024

Background:

Attached is an agenda item that would amend the Preliminary Engineering Services Contract with Neel-Schaffer, Inc. for the Beasley Road at Highland Drive Improvements Project.

This amendment would extend the time within which Neel-Schaffer, Inc. will have to complete the design of this project, have it reviewed by MDOT, advertised for construction bids, and have the construction contract awarded. The Contract is currently scheduled to termination on December 31, 2024, at 11:59 p.m. Neel-Schaffer, Inc. has revised the schedule for completing the scope of work due to the additional drainage improvement design and right-of-way acquisition for the drainage improvements. The revised schedule would provide until December 31, 2025, at 11:59 p.m. to complete the scope of work in the Preliminary Engineering Services Contract. The City Council previously approved an amendment for the additional cost the design of the drainage improvements and right-of-way acquisition activities through a subconsultant, IROW.

If you have any questions, or require additional information, please do not hesitate to contact this office at (601) 960-2091.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
11/12/2024

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE PRELIMINARY ENGINEERING SERVICES CONTRACT FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS PROJECT WITH NEEL-SCHAFFER, INC.** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure 11/12/2024

Sondra Moncure, Special Assistant

Terry Williamson, *Legal Counsel* TW

ADDENDUM TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
CITY OF JACKSON
AND
Neel-Schaffer, Inc.

This addendum is made a part of that Professional Services Contract entered into by and between the City of Jackson City (known as the "LPA") and Neel-Schaffer, Inc. (known as the "CONSULTANT"), whose address is 4450 Old Canton Road, Suite 100, Jackson, Mississippi 39211, signed by CONSULTANT on July 7, 2022, and signed by LPA on October 16, 2023.

WHERAS, in consideration of the agreement of the parties hereto to modify the original Professional Services Contract between them, the City of Jackson City and Neel-Schaffer, Inc., do by entering into this Addendum mutually agree to amend ARTICLE III. CONTRACT TERM of the original contract as aforedescribed herein, in order to extend the Contract Term period of performance of the Professional Services Contract for an additional one year, and said Professional Services Contract is amended as set out below:

ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for Neel-Schaffer, Inc., for the Beasley Road at Highland Drive, Traffic Signal and Turn Lane Improvements, Project Number STP-8254-00(004)LPA/109281-701000, Hinds County, will change from December 31, 2024 at 11:59 P.M. to December 31, 2025 at 11:59 P.M.

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.

WITNESS this my signature in execution hereof, this the _____ day of _____ 20___.

_____
Chokwe Antar Lumumba, Mayor

WITNESS this my signature in execution hereof, this the 13th day of December 2024

_____
Keith Purvis, P.E.

Attested By:

_____

Address: PO Box 22625
Jackson, MS 39225-2625

47

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2025 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 HTW-LGI, U.S.D.C., S.D. MISS., IN UNITED STATES OF AMERICA VS. THE CITY OF JACKSON, CASE NO. 3:22-CV-00686-HTW-LGI, U.S.D.C., S.D.MISS., AND OTHER RELATED MATTERS

WHEREAS, the City continues to require additional representation in United States of America, et al. vs. The City of Jackson, Mississippi, Case No. 3:12-Cv-790 HTW-LGI, U.S.D.C., S.D. Miss. ("Clean Water Act Consent Decree Case"), specifically, assistance, and legal advice and counsel regarding the October 5, 2023 Stipulated Order entered in the City's Clean Water Act Consent Decree Case; and

WHEREAS, the City will also continue to require additional representation in United States of America vs. The City of Jackson, Case No. 3:22-cv-00686-HTW-LGI, U.S.D.C., S.D.Miss. ("The Safe Drinking Water Act Case"), specifically, assistance, and legal advice and counsel regarding the Interim Stipulated Order and the ongoing efforts to amend said order; and

WHEREAS, the City may also need additional representation in the Safe Drinking Water Act Case, as the United States of America negotiates a separate consent decree for the drinking water system; and

WHEREAS, the estimated fees for Fiscal Year 2024, beginning October 1, 2024 and ending September 30, 2025 are $90,000.00, which includes a 35% rate discount from Ms. Richardson's standard rate; and

WHEREAS, the Office of the City Attorney recommends the authorization of the additional fees for Fiscal Year 2025 in the amount of $90,000.00.

IT IS, THEREFORE, ORDERED that payments are authorized to be made to Susan Richardson, Esq. and the law firm of Kilpatrick Townsend & Stockton LLP for representation of the City in the Clean Water Act Consent Decree Case and the Safe Drinking Water Act Case and for other related services in an amount not to exceed $90,000.00 for Fiscal Year 2025, beginning October 1, 2024 and ending September 30, 2025 without further approval by the City Council.

Agenda Item No.: 47
11.19.24
(D. Martin, Lumumba)

BY: D. MARTIN, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET October 29, 2024
DATE

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2025 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 HTW-LGI, U.S.D.C., S.D. MISS., IN UNITED STATES OF AMERICA VS. THE CITY OF JACKSON, CASE NO. 3:22-CV-00686-HTW-LGI, U.S.D.C., S.D.MISS., AND OTHER RELATED MATTERS**
2.	**Public Policy Initiative** 1. **Youth & Education** 2. **Crime Prevention** 3. **Changes in City Government** 4. **Neighborhood Enhancement** 5. **Economic Development** 6. **Infrastructure and Transportation** 7. **Quality of Life**	6 Infrastructure and Transportation
3.	**Who will be affected**	City and its Water/Sewer customers
4.	**Benefits**	Provide continuing legal representation in Clean Water Act Consent Decree Case and Safe Drinking Water Act Case
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Wards 1, 2, 3, 4, 5, 6, and 7 (citywide)
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Department of Public Works
8.	**COST**	$90,000.00 for FY2025
9.	**Source of Funding** ▪ **General Fund** ■ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Budget of the City Attorney
10.	**EBO participation**	ABE _____% WAIVER yes _X__ no ___ N/A _____ AABE _____% WAIVER yes _X__ no ___ N/A _____ FBE _____% WAIVER yes _X__ no ___ N/A _____ HBE _____% WAIVER yes ___ no ____ N/A _____ NABE _____% WAIVER yes ___ no ____ N/A _____

THE CITY OF
JACKSON
MISSISSIPPI

Office of the City Attorney

To: Chokwe Antar Lumumba, Mayor

From: Torri Martin, City Attorney

Council Agenda Item Briefing Memo

Agenda Item:	**ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2025 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 HTW-LGI, U.S.D.C., S.D. MISS., IN UNITED STATES OF AMERICA VS. THE CITY OF JACKSON, CASE NO. 3:22-CV-00686-HTW-LGI, U.S.D.C., S.D.MISS., AND OTHER RELATED MATTERS**
Item #:	
Council Meeting:	Regular Council Meeting, November 5, 2024
Purpose:	To authorize payment for fees for FY 2025
Cost:	$90,000.00
Funding Source:	General Fund (OCA Budget)

Background:

On January 18, 2018, the City Council authorized the Mayor to retain Susan Richardson, Esq. and the law firm of Kilpatrick Townsend & Stockton LLP to provide representation to the City of Jackson in negotiating a modification to its Clean Water Act Consent Decree.

The City is in need of Ms. Richardson's continuing assistance in the Clean Water Act Consent Decree Case and the Safe Drinking Water Act Case. While the Stipulated Order has been entered in the Clean Water Act Consent Decree Case, there will still be issues that arise for which Ms. Richardson's services will be needed. The Office of the City Attorney will also need Ms. Richardson's assistance in crafting the amendments to the Interim Stipulated Order in the Safe Drinking Water Act Case made necessary by the Interim Third-Party Manager now being responsible for the City's sewer system and his receipt of all revenue directly, rather than by transfer from the City. This circumstance requires the Interim Stipulated Order to be amended consistent with the Interim Stipulated Order. The EPA and DOJ are also pushing the City to negotiate a Consent Decree for the City water system that would replace the Interim Stipulated Order. The Office of the City Attorney will need Ms. Richardson's assistance with the negotiations.

Ms. Richardson continues to provide her assistance at a rate discounted 35% from her standard rate because she understands the City financial situation. Ms. Richardson has done an outstanding job for the City and the Office of the City Attorney finds her invaluable in dealing with the EPA and DOJ.

Please let me know if you need any additional information or have any 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
10/30/2024

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT FOR ADDITIONAL LEGAL SERVICES DURING FISCAL YEAR 2025 TO SUSAN RICHARDSON, ESQ. AND THE LAW FIRM OF KILPATRICK TOWNSEND & STOCKTON LLP FOR REPRESENTATION OF THE CITY OF JACKSON IN UNITED STATES OF AMERICA, ET AL. vs. THE CITY OF JACKSON, MISSISSIPPI, CASE NO. 3:12-cv-790 HTW-LGI, U.S.D.C., S.D. MISS., IN UNITED STATES OF AMERICA VS. THE CITY OF JACKSON, CASE NO. 3:22-CV-00686-HTW-LGI, U.S.D.C., S.D.MISS., AND OTHER RELATED MATTERS** is legally sufficient for placement in NOVUS Agenda.

DREW MARTIN, *CITY ATTORNEY*

10/30/24
DATE

Sondra Moncure, Special Assistant S.M. 10/30/24

Terry Williamson, *Legal Counsel*

KILPATRICK TOWNSEND
ATTORNEYS AT LAW

KILPATRICK TOWNSEND & STOCKTON LLP
www.kilpatricktownsend.com

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t 404 815 6500 f 404 815 6555

direct dial 404 815 6330
direct fax 404 541 3366
srichardson@kilpatricktownsend.com

March 20, 2018

Hon. Chokwe Antar Lumumba
Mayor
City of Jackson
219 S. President Street
Jackson, MS 39201

Re: Engagement for Legal Services – General (Non-Litigation)

Dear Mayor Lumumba:

Thank you for selecting our firm as your legal counsel. We appreciate the trust and confidence that your decision places in us and we look forward to building a close and mutually rewarding relationship.

Scope of Engagement

This letter will confirm that City of Jackson, MS ("you") has retained Kilpatrick Townsend & Stockton LLP ("Kilpatrick Townsend" or "the Firm") to provide legal services to it regarding assistance with Consent Decree compliance. Our proposed services include advising on the strategy for obtaining Consent Decree schedule relief. These services may include, but are not limited to, analyzing the requirements of the Consent Decree, including schedule milestones and associated stipulated penalties; assistance with review of financial resources per a Financial Capability Assessment; development of achievable schedule and spending goals; and meetings, discussions and correspondence with City of Jackson management, consultants and contractors regarding Consent Decree compliance. We anticipate that the services will include numerous meetings and negotiations with the United States Environmental Protection Agency, Region 4, and the Mississippi Department of Environmental Quality (along with potential EPA contractors that may be retained to review the financial capability assessment and cost estimates for performing the work required under the Consent Decree). If the final deadlines under the Consent Decree will be extended, the services may include the drafting and filing of a Motion to amend the Consent Decree in the Southern District of the Federal District Court.

This Engagement Letter, and accompanying Terms of Retention, incorporated herein, summarize the basis under which we undertake representation of you. If we are asked and agree to perform other legal services for you, this Engagement Letter and incorporated Terms of Retention will apply unless we make a different agreement in writing.

Fees and Costs

The work we do for you will be billed at a discount from the regular hourly rates set for the particular attorneys, paralegals, or other staff that do work for you. Susan Richardson will be the primary attorney working on this matter and will be billed at a rate of $505.00/hour, a 25% discount from her current rate of $675.00/hour. We will perform the legal services according to the following rate schedule:

Partner/Counsel	$505.00/hour
Associate	$415.00/hour
Paralegal/Case Assistant	$385.00/hour

These rates reflect blended rates for timekeepers at each classification. The ranges of rates of our other attorneys and timekeepers, as well as additional description of our approach to billing fees, are included in Section 1 of the enclosed Terms of Retention. We will notify you prior to involvement of other attorneys or timekeepers. Costs and ancillary services are charged in accordance with Section 2 of the enclosed Terms of Retention.

Fee and cost estimates are not binding due to the unpredictable nature of our work. Accordingly, we have made no commitment to you concerning the maximum fees and other charges that will be necessary to complete the work you have engaged us to do, and the payment of our invoices is not conditioned on the closing of any contemplated transaction.

General Prospective Waiver and Informed Consent

The Firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter, including litigation, that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to you. We agree, however, that your prospective consent to conflicting representations contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. We also agree that we will notify you when we become aware of conflicting representations to allow you to decide whether to seek independent counsel.

Encouragement to Seek Independent Counsel; Acknowledgement, Waiver and Informed Consent

We encourage you to seek independent counsel regarding the import of the potential conflicts and prospective waiver discussed and this acknowledgement, waiver and informed consent. We emphasize that you remain completely free to seek independent counsel at any

time even if you decide to sign this Engagement Letter agreeing to its terms and the Terms of Retention.

By signing this Engagement Letter, you acknowledge that Kilpatrick Townsend has disclosed the potential conflicts discussed above, waive any such potential conflicts, and give your informed written consent to any such potential conflicts. You also acknowledge that you have had a reasonable opportunity to consult with independent counsel. You also agree not to seek the disqualification of Kilpatrick Townsend on the basis that Kilpatrick Townsend represents you in the matters for which the Firm is now being, or is later, engaged by you.

Client Cooperation and Communication

Our service depends upon your cooperation. This includes your remaining in communication with us, providing your current address and telephone number, and ensuring that your instructions and/or information provided to us are accurate, complete and timely. If we are unable to contact you at the provided address, without our being informed of a new address, we will consider that a termination of our representation of you and we will have no further responsibility for ongoing matters. **You recognize that failure to timely comply with our requests for instructions and/or information may jeopardize our ability to perfect your legal rights, which may then become irrevocably lost.** We rely upon you to keep us informed of developments which may impact our services to you. We also appreciate your feedback regarding our services to you.

Closing

If the foregoing and the enclosed Terms of Retention accurately describe our agreement and fee arrangement, please indicate so by signing in the space provided below, filling out the Addendum to Terms of Retention, and returning the original of this letter and the Addendum to Terms of Retention to us for our files. If you have any questions, I would be glad to discuss them with you.

Thank you for your confidence in Kilpatrick Townsend. We look forward to working with you.

Sincerely,

Susan H. Richardson

Enclosures: Terms of Retention and Addendum to Terms of Retention

Agreed to this 21 day of June, 2018.

For: City of Jackson, MS

By: Chokwe Antar Lumumba 1st per
Name: Chokwe Antar Lumumba
Title: Mayor

TERMS OF RETENTION

Except as modified in writing, the following provisions will apply to the relationship between Kilpatrick Townsend & Stockton LLP ("the Firm") and the client ("you"), as identified in the accompanying Engagement Letter:

1. Professional Fees. The Firm will be compensated for its services primarily on the basis of time expended by the Firm's attorneys, patent agents, patent scientists/engineers, paralegals and other staff billed at our normal hourly rates. The ranges of attorney and staff rates vary, depending on the skill and expertise of the person providing the service. The 2017 rates of our attorneys currently range from $225 to $975 per hour; and the rates of our paralegals, case assistants and other timekeeping staff currently range from $135 to $610 per hour. We will provide you the particular current billing rates of the personnel working on your matters at your request. Any deviation from this hourly billing arrangement will be agreed to between you and the Firm in writing.

While most attorney and patent agent work is billed hourly, certain services that we provide are charged at a fixed fee per event. Such services include certain routine tasks performed by staff members (e.g., paralegals, patent prosecution specialists and case assistants).

The Firm does not handle patent annuities or maintenance fees. Therefore, it will be your responsibility to ensure that such fees are timely paid so as to avoid any loss of patent rights. Various other entities do provide services to ensure that these fees are timely paid. We can, upon request, assist you in retaining such a service.

Our fees and charges are adjusted from time to time (typically annually) by our Executive Committee and may increase during the course of our representation. We bill time rounded to the nearest one-tenth of an hour increment, with minimums of one-tenth (or two-tenths or one-quarter for some tasks) for a given day on which any work is performed.

2. Costs and Ancillary Services. The Firm will charge you for the cost of certain ancillary services incurred on your behalf. Generally, no markup or profit element is included in calculating these costs. Additionally, we will not charge you for certain services, such as word processing and regular secretarial time. Whenever practicable, discounts obtained from vendors will be passed on to you. Under certain circumstances, such as when the cost is $5,000 or more, the Firm may ask you to advance anticipated costs or to pay outside vendors directly for their services. The primary ancillary services and our specific policies regarding billing are set forth below. Other services may be rendered during the course of our engagement and will also be billed to you. Our charges for these costs and ancillary services are subject to change from time to time.

2.1. Word Processing. The Firm's offices have advanced word processing capabilities and our offices are linked by a network that facilitates efficiency and service to clients. The Firm does not charge for equipment usage or word processing time.

2.2. Secretarial Time. In some instances, the Firm may have secretaries do certain tasks that are regularly considered billable tasks which can be accomplished by secretaries, case clerks or paralegals. The Firm may invoice you for these tasks, including billing for time spent doing them by secretaries.

2.3. Duplicating/Copying/Printing. In-house copying and printing are billed to the client at a flat rate of $0.15 per page for black and white and $0.25 per page for color. If you instruct us to do so, we will use outside copying services to the extent possible. Outside duplicating services are charged to the client at the Firm's actual cost.

2.4. Telephone. The Firm will not charge you for local or domestic long distance telephone or mobile service for calls placed from one of the Firm's offices.

2.5. Facsimile. There is no charge for receiving documents by facsimile. Outgoing facsimile document charges are $0.25 per page, plus any associated long distance telephone charges.

2.6. Legal Research. Computerized research (such as Lexis, Westlaw, Patent Advisor, Dialog, etc.) is available at the attorney's desk or in a central library location. Such research charges are discounted to reflect any discount negotiated by the Firm with the service provider. In some cases the Firm has an annual subscription to such services in which the fee charged to you for the services will be discounted from the market rate. Where the Firm does not receive a discount or have an annual subscription, the Firm charges for online computer research access based on the actual cost imposed by the vendor at the time the service is used.

2.7. Overnight and Local Deliveries. The Firm will charge you for overnight deliveries, including DHL, FedEx, UPS, USPS Express Mail and similar services, and local deliveries by outside messenger services at the Firm's actual cost. The Firm will pass on any negotiated discounts to you.

2.8. Postage. The Firm will not charge you for U.S. Postal Service postage, except for Certified Mail, Express Mail and large volume mailings, which are billed at the Firm's actual cost.

2.9. File Storage. The Firm will not charge you for file storage except in extraordinary circumstances and only after consultation with you and your agreement.

2.10. Office Supplies. The Firm will not charge you for routine quantities of office supplies. You may incur a charge, equal to the Firm's actual cost, for substantial and unusual orders of office supplies required for a particular matter.

2.11. Travel and Subsistence. The Firm's attorneys are instructed to incur transportation, lodging, meal and other travel costs at reasonable rates. The Firm instructs its attorneys to comply with the policies of individual clients regarding airline usage and to obtain the lowest fare available consistent with those policies. The Firm will bill you for all travel costs

at the Firm's actual cost. The Firm may bill you for actual travel costs (*e.g.*, cab fare home late) related to attorneys, staff and/or third parties who are working overtime for your benefit.

2.12. Meetings/Meals (Other Than Travel Related). You may be billed for actual meal-related costs for meals ordered to support attorneys, staff and/or third-parties who are working overtime for your benefit. When you or a third party is present and the meeting is for your benefit, you may be billed for actual meal-related costs. Otherwise, meals ordered where you or a third party are not present will not be billed to you, even if the meeting is for your benefit.

2.13. External Invoice Processing Costs. In the event that you direct the Firm to utilize electronic billing in the processing of our invoices, we will charge you for any associated external processing costs passed on to the Firm either directly or indirectly.

2.14. Other Costs. Other costs that the Firm incurs for your benefit (such as expert witness fees, filing fees, foreign associate fees, etc.) will be billed at the Firm's actual cost.

3. Estimates Not Binding. It is often impractical to determine in advance the amount of effort that will be needed to complete all the necessary work on a matter or the total amount of fees and costs that may be incurred. Obviously, any estimates or budgets may need to be adjusted upwards or downwards as changes occur. Moreover, these estimates and budgets are not intended to be binding, are subject to unforeseen circumstances, and by their nature are inexact.

4. Billing and Payment. Fees and expenses will generally be billed monthly and are payable upon presentation, but in no event later than 45 calendar days from presentation of our invoice. The Firm expects prompt payment, and our experience indicates that prompt billing and prompt payment enhances the working relationship. If upon receipt of an invoice, you have any questions about our charges, we ask that you promptly telephone or write us so that we can discuss the matter while it is fresh in both our minds. We do not wish to have any misunderstandings between us concerning our fees and other charges and, at the same time, we want to resolve any questions you may have promptly and before our next invoice is issued.

The Firm reserves the right to postpone or defer providing additional services or to discontinue our representation, to the extent legally permissible, if billed amounts are not paid when due. The Firm will charge a late fee of 1% per month on all sums that are not paid within 45 calendar days after presentation of our invoice. The Firm may also forward to you for direct payment bills for services rendered by third parties. You also agree that you will promptly review the Firm's invoices and raise any questions regarding the amounts and items billed within 45 calendar days of presentation. If any amount payable is required to be collected by or through an attorney-at-law or external collection agency, you will also be responsible for all costs of collection, including reasonable attorneys fees.

4.1. Payment Procedures. When making payments, please ensure your assigned invoice and matter numbers are provided. This will greatly assist in proper credit allocation to your account.

4.2. Trust Payments. In the event that you provide funds to be held by the Firm on your behalf in trust, please ensure that these funds are clearly identified as such. Trust payments should never be combined with legal service bill payments, for we are precluded by several bar rules from commingling funds held in trust with our operating account.

4.3. Accounts Receivable Staff. The Firm has a professional Accounts Receivable staff focused on assisting you on any issue related to our invoices. You will receive a monthly statement of accounts reflecting any outstanding invoices. In the event that any invoice remains unpaid for more than 60 calendar days, the Accounts Receivable staff will contact you directly regarding the payment or send a written notice of the delinquency, depending on the amount in arrears.

Please identify the appropriate point of contact for our Accounts Receivable Manager to contact with any questions regarding payment status in the second section of the Addendum to Terms of Retention, attached.

5. Advance and Replenishing Deposits. The Firm may require an advance deposit or a replenishing deposit before working on a matter in whole or in part, before continuing to work on a matter, or before working on a new matter. The amount of the advance deposit or replenishing deposit will depend on the scope of the services we anticipate handling for you and is set forth in our Engagement Letter. We may require you to increase the amount of the deposit if the scope of the matter we are handling for you expands, if additional services are requested, if you are slow to replenish the deposit amount, or if otherwise agreed to between us.

Depending on the type of deposit, it may be held in our client trust account. If the deposit is to our trust account, you authorize us to apply the trust deposit funds against our invoices to you for fees and costs as of the date of our invoice to you. If the deposit is not to our trust account, you authorize us to immediately deposit the deposit funds to our operating account. You agree to promptly forward additional funds to maintain the deposited amount in the amount agreed upon each month. We may require that the deposit be replenished before work continues. At the end of our retention, the balance will be applied to any unpaid invoices with any remainder refunded to you.

Please ensure that all trust deposits are clearly marked as such and are kept separate from funds sent as deposits to our operating account and funds remitted in payment of bills.

If the Firm does not initially require an advance deposit or a replenishing deposit, then, in the event the scope of the matter we are handling for you expands, additional services are requested, you are slow to pay our invoices, payment becomes doubtful, or as otherwise agreed to between us, the Firm may ask for an advance deposit or a replenishing deposit at a later date.

6. Termination of Representation.

6.1. Termination By You. You have the right to terminate our services at any time. If you decide to terminate our services, you agree to give the Firm prompt written notice of such termination. Upon our termination, you will remain obligated to pay for all services rendered and costs or expenses paid or incurred on your behalf before the date of such termination or which are reasonably necessary thereafter. At the end of our retention, any trust or deposit balance will be applied to any unpaid invoices with any remainder refunded to you. If we are attorneys of record in any proceeding, you agree to execute and return to us a Substitution of Attorney promptly upon receipt from us.

6.2. Termination By Us. The Firm reserves the absolute right to withdraw from representing you, consistent with the requirements of the applicable ethical and court rules. Reasons the Firm may withdraw include, but are not limited to, your failure to honor the terms or requirements of our agreement and retention; your failure to cooperate fully or follow our advice on a material matter; your failure to accept a settlement we consider clearly advisable; any fact or circumstance that, in our view, renders our continuing representation unlawful or unethical; our inability to agree as to the staffing of the matter; your retention over our objection of other attorneys for the same matter on which we are representing you; the lessening or deterioration of our working relationship; or if you stop responding to our communications. If the Firm elects to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal. If necessary in connection with litigation, the Firm will request leave of court to withdraw. You will remain obligated to pay for all services rendered and costs or expenses paid or incurred on your behalf before the date of such withdrawal or that are reasonably necessary thereafter. At the end of our retention, any trust or deposit balance will be applied to any unpaid invoices with any remainder refunded to you.

6.3. Date of Termination. The Firm's representation of you will be considered terminated at the earlier of (a) your termination of our representation, (b) the Firm's withdrawal from its representation of you, or (c) the substantial completion of the Firm's work for you.

7. Staffing. The Firm may staff its representation with such attorneys, patent agents, patent scientists/engineers, paralegals, and/or other staff as the Firm deems appropriate, consistent with providing you with representation on a professional and economical basis.

8. Charges for Firm's Response to Third Party Requests. Whether before or after the Firm's representation of you has terminated, if the Firm is required to provide, resist providing, or defend any privilege or the confidentiality of documents, information or testimony related to our representation of you, then, to the extent permitted by Mississippi law, you agree to pay the Firm for and to indemnify and hold the Firm harmless against any resulting fees, expenses, costs and damages, including payment to the Firm of its reasonable fees for the time expended by its attorneys and staff.

9. Integration. No partner or employee of the Firm is authorized to bind the Firm to any oral change to this Terms of Retention or our Engagement Letter or to make any oral agreement inconsistent with it. Waivers by the Firm must be in writing and on one or some

occasions shall not waive or affect the Firm's right to require future performance in strict accordance with this Terms of Retention or our Engagement Letter.

10. Identity of the Client. The Firm's client for purposes of this engagement is only the person(s), entity or entities identified in the Engagement Letter. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, or any family member, parent corporation or entity, subsidiary, or affiliated corporation or entity, or any of your or their officers, directors, agents, partners or employees. Those who act as guarantors for our fees or who pay our fees pursuant to agreements with our clients but who are not party to the Engagement Letter are not clients of the Firm. The Firm does not undertake to represent or assume any duties to such non-clients.

11. Conflicts of Interest. To assist in avoiding representation of parties with ethical conflicts of interest, the Firm maintains a computerized conflict of interest index. The Firm will not represent any party with an interest that may be adverse to that of a person or entity included in the index without an examination to determine whether an ethical conflict of interest would actually be created. To allow the Firm to conduct a conflicts check, you represent that you have identified for the Firm all persons and entities that are or may become involved in the initial matter the Firm is handling for you, including all persons and entities that are affiliated with you and the other involved or potentially involved parties (such as parent corporations, subsidiaries and other affiliates, officers, directors and principals). You also agree that you will promptly notify the Firm if you become aware of any other persons or entities that are or may become involved in the initial matter. In addition, you agree that you will promptly notify the Firm if you become aware of any other persons or entities that are or may become involved in any later matters the Firm might handle for you.

12. No Guarantee of Outcome. The Firm does not and cannot guarantee the outcome or success in any matter.

13. Disposition of Client Documents, Materials and Files. In the course of our representation of you, we are likely to come into possession of original documents or other materials sent to us by you or on your behalf ("client-supplied materials"). We are also likely to construct one or more hard copy or electronic files ("client matter files"). Upon conclusion of the particular matter to which those client-supplied materials and client matter files relate, we will make arrangements to do one of the following with those materials and files: (a) return them to you; or (b) destroy them. Any and all materials and files returned to you or your designated representative will be returned as maintained by the Firm (*e.g.*, in hard copy or electronic format) and will not involve the transfer of, or modification of information into, any different electronic media or format. If you elect to have client-supplied materials and client matter files returned, you agree to pay for the return of any and all client-supplied materials and client matter files to you. You also agree that the Firm may destroy any client-supplied materials and client matter files remaining unclaimed by you if we do not receive a response from you within 90 calendar days after we request your instructions as to where to send any such materials or files, after our attorney-client relationship is terminated, or if we are unable to locate you after a reasonable search. The timing of any destruction after 90 calendar days will be determined by the Firm in its discretion.

Please identify your preferences related to the return or destruction of client-supplied materials and client matter files in the first section of the Addendum to Terms of Retention, attached.

14. Application to Subsequent Matters. The agreement reflected in these Terms of Retention, and in the Engagement Letter, applies to the Firm's present representation of you and to any subsequent matters that the Firm agrees to undertake on your behalf, unless the Firm agrees in writing to some different arrangement for a subsequent matter.

15. Marketing Referral. Without revealing non-public information regarding the Firm's representation of you, you agree that the Firm has the right, at its own expense, to use your corporate name and logo in printed, online and electronic promotional materials and/or to place advertisements in legal, financial and other newspapers, journals and similar publications describing its services to you hereunder.

16. Entire Agreement. These Terms of Retention and the accompanying Engagement Letter, along with any contemporaneous or later-dated waiver letter(s), supersede all other prior and contemporaneous written and oral agreements and understandings between us and contain the entire agreement between the parties. This agreement may be modified only by subsequent written agreement of the parties. You acknowledge that no representations have been made to you other than those stated in this agreement.

17. Partial Invalidity. If any provision or portion of these Terms of Retention, the Engagement Letter, or any waiver letter is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Terms of Retention, Engagement Letter and any waiver letter will be severable and remain in effect.

18. Dispute Resolution. If you become dissatisfied with any aspect of our relationship, including the quality or adequacy of our representation, you agree to bring that to our attention, and we each agree to negotiate in good faith to resolve the matter.

19. Applicable Law. This agreement shall be governed by the internal law, and not the law pertaining to choice or conflict of laws, of the State of Mississippi.

Addendum to Terms of Retention

Please complete and return this form with the executed Engagement Letter.

I. **Document Retention and Destruction:**

The Firm will retain, after the conclusion of the engagement, only such items as we in our sole judgment desire to retain for our reference only and will return or destroy the remaining materials.

In the course of representing you, we are likely to come into possession of **client-supplied materials** (as defined in Section 13). Please indicate your instructions below for returning or destroying these materials upon conclusion of the matter or the termination of our relationship:

- ☑ Returned to you at address below
- ☐ Destroyed by the Firm

Please also provide instructions regarding returning or destroying **client matter files** (as defined in Section 13) upon conclusion of the matter or the termination of our relationship:

- ☒ Returned to you at the address below (some copies of materials may be retained by partner in charge if deemed necessary)
- ☐ Destroyed by the Firm upon conclusion (some copies of materials may be retained by partner in charge if deemed necessary)

If you indicated you would like the materials returned to you, please identify the address to which you would like us to return the materials:

Name: Director, Dept. of Public Works
Address: 200 S. President St.
Jackson, MS 39201
Work Phone Number: 601-960-2091

II. **Payables Point of Contact:**

Please provide the appropriate point of contact for our Accounts Receivable Manager regarding payment status:

Name: Erica Thomas, Fiscal Officer
Work Phone Number: 601-960-2204
Facsimile Number: _____
E-mail Address: ethomas@jacksonms.gov

UP TO 40% OFF Select Tools, Tool Storage & More

Northeast Jack... 9PM 39211 What can we help you find today? Northeast Jack... 9PM 39211 Shop All Services DIY Janet

Order Number: #WJ68163949 Order Total: $83.01

Order #WJ68163949

Placed on: Oct 30, 2024

Billing Information

Janet Rusling
5025 Wayneland Drive M7
Jackson MS 39211

Item	Price/Item	Qty	Line Total
Store Pickup (6 items) 6325 I-55 North #2902, Jackson, MS 39213 Items picked up from store #2902			
Husky 2 in. Scraper with Stainless Steel Blade Available: Today	$9.96	1	$9.96
BEHR 1 qt. Semi-Gloss Clear Fast Drying Water-Based Interior Polyurethane Available: Today	$23.98	1	$23.98
Stanley 14.5 in. Deluxe Clamping Miter Box with 14 in. Saw Available: Today	$16.97	1	$16.97
2 in. Flat Disposable Foam Paint Brush (9 -Pack) Available: Today	$7.47	1	$7.47
Varathane 8 oz. English Chestnut Classic Wood Interior Stain Available: Today	$7.98	1	$7.98
Goof Off 22 oz. Marks, Messes and Stains Paint Remover for Use On Most Surfaces Available: Today	$8.48	1	$8.48

Subtotal	$75.84
Pick Up In Store	FREE
Delivery	$0.00
Sales Tax	$8.16
Total	**$83.01**
You Saved	$0.00

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Feedback

48

ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) of the Mississippi Code defines an emergency as "any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;" and

WHEREAS, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as "the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a…municipality caused by such conditions as…water pollution…or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;" and

WHEREAS, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City "is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations…and the expenditure of public funds….

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

Agenda Item No.: 48
11.19.24
(D. Martin, Lumumba)

49

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024, March 26,2024, April 23, 2024, May 21, 2024, June 18,2024, July 30, 2024, August 27, 2024, September 24, 2024 and October 22, 2024 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8(d) of the Mississippi Code of 1972, as amended

Agenda Item No. 49
November 19, 2024
(Jackson City Council)

50

ORDER RESCINDING THE 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. (STOKES)

WHEREAS, on November 21, 2023, the Jackson City Council approved an 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; and

WHEREAS, since the approval of this order the citizens are struggling to understand the new parking meter system which is leading to citations; and

WHEREAS, the Jackson City Council believes it is in the best interest of the City of Jackson to rescind the November 21, 2023 Order and all other orders authorizing SP Plus Corporation to provide services to the City of Jackson for parking meters.

IT IS THEREFORE ORDERED, that the City Council rescinds the previous 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.

Agenda Item No. 50

11.19.2024

(STOKES)