

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 April 22, 2025, 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; Montyne Clay, Ward 2; Kenneth Stokes, Ward 3; Vernon Hartley, Ward 5 and Aaron Banks, Ward 6. Directors: Safiya Omari, Chief of Staff; 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 Lindsay**.

The invocation was offered by **PASTOR JOSH COLE OF COVENANT PRESBYTERIAN, WARD 1**.

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

The following announcements were provided to open the meeting:

- **Council Member Hartley** announced the following:
 - On Saturday, April 26, 2025, there will be a community clean-up at the Alta Woods Subdivision.
 - The Lynch Street Festival will be held Friday, April 25, 2025, through Saturday, April 26, 2025. The banquet will be held on Friday at the Masonic Temple, and Saturday's events will be on Lynch Street near Jackson State University.

The meeting opened in memory of the following individuals:

- **Ms. Jolen Swayze**
- **Avery Nijem, daughter of Lynn and Waddell Nijem**
- **Pope Francis**

The following individuals provided public comments during the meeting:

- **Dr. Lucy Cooper** expressed concerns regarding blight near her church.
- **Zach Servis** expressed concerns regarding green space.
- **James Hopkins** expressed concerns regarding green space on Bailey Avenue.
- **Zion Washington** expressed concerns regarding green space on Bailey Avenue.
- **Robert Ireland** expressed concerns regarding Agenda Item No. 9.
- **Oliver O' Quinn Jr.** expressed concerns regarding Agenda Item No. 9.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND SOCRATES GARRETT ENTERPRISES, INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-22-76 LOCATED AT 2709 GLENN ST- PARCEL #209-156 – \$8,500.00.

WHEREAS, the State of Mississippi received 2709 Glenn St. due to delinquent taxes; and

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

WHEREAS, on August 1, 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 for Case #CE-22-76 located at 2709 Glenn St. parcel #209-156 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, Socrates Garrett Enterprises, Inc. submitted the lowest and best bid, through Socrates Garrett, and agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, remove trash and debris, and perform other work to remedy conditions constituting a menace to public health, safety, and welfare on the parcel located at 2709 Glenn St. for the sum of \$8,500.00; and

WHEREAS, Socrates Garrett Enterprises, Inc. has a principal office address of 2659 Livingston Rd. Jackson MS, 39213 and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed \$8,500.00.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

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 seven (7) 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 thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

- A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of \$100,000.00 per person and \$100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
- B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
- C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of \$25,000.00 per person and \$50,000.00 per occurrence.
- D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this Contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi Chokwe A. Lumumba, Mayor	Socrates Garrett Enterprises, Inc. Socrates Garrett
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200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	2659 Livingston Rd. Jackson, Mississippi 39213
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SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - LAW AND LEGAL REMEDIES:

This Contract shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising out of or in connection with or caused in any way by the negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the

City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

The headings used in this Contract have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Contract.

SECTION 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
- C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
- D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:
 1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
 2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.
- E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:
 1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
 2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
 3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a subcontractor for another Vendor; or
 4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take

affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.

- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
- D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
- E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 - PAYMENT:

- A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.
- B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

- A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.
- B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

IT IS, THEREFORE ORDERED that the Mayor is authorized to execute a contract with Socrates Garrett Enterprises, Inc. 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 2709 Glenn St., Jackson, MS 39204, which has been deemed to be a menace to public health, safety, and welfare.

IT IS, FURTHER HEREBY ORDERED that a sum not to exceed \$8,500.00 shall be paid to Socrates Garrett Enterprises, Inc. for the services provided from funds budgeted for the Division.

EXHIBIT B

Exhibit A

SCOPE OF WORK



The Vendor shall perform the following work on the premises identified as Parcel #209-156 bearing the physical address of 2709 Glenn St. legally described LOT 9 BLK 3 MEADOW LANE SUB for Case #CE-22-76:

Demolish and remove remains of dilapidated structure removing foundation; remove trash, debris, steps, tires, and any other items to ensure property is clear and free of any and all health hazards; cut grass and weeds.

EXHIBIT B



City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson MS 39205-0017

NOTICE TO PROCEED

DATE: February 14, 2025

CASE NO: C1-22-76

CONTRACTOR: LELAND SOCRATES GARRETT
SOCRATES GARRETT ENTERPRISES, INC
2659 LIVINGSTON RD.
JACKSON, MS 39212

LOCATION: 2709 GLENN ST

MAP / PARCEL: 209-156

SCOPE OF WORK: Demolish and remove remains of the dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. Cut grass and weeds.

PRE-WORK INSPECTION PERFORMED _____ DATE _____

DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____

CONTRACTOR OR REPRESENTATIVE SIGNATURE _____

DATE RETURNED: _____ RECEIVED BY: _____

CONTRACTOR CHECK LIST	CODE ENFORCEMENT OFFICER CHECK LIST
COPY OF THIS NOTICE TO PROCEED	FINAL INSPECTION COMPLETED
WORK COMPLETION MEMO	PHOTOS
INVOICE	MEMO
DUMP RECEIPT (IF APPLICABLE)	CONTRACT

NTP AUTHORIZED BY: _____ DATE: _____

INSPECTED BY: _____ DATE: _____

CAO: _____ DATE: _____

PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: \$1,500.00

Council Member Banks moved adoption; Vice President Grizzell seconded.

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC 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-23-2565 LOCATED AT 737 MCDOWELL RD- PARCEL #615-31- \$18,000.00.

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 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, and 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 737 McDowell Rd., Parcel 615-31 for the sum of \$18,000.00; and

WHEREAS Four Seasons Enterprises, LLC has a principal office address 5822 Canton Park Dr., Jackson, MS 39211, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in Exhibit A and made a part hereof for the sum of \$18,000.00.

SECTION 2 – NOTICE TO PROCEED

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.

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

Vendor shall comply with all appropriate specifications, including the general conditions provided separately to the Vendor and codes referred to therein, as well as all applicable and controlling Federal, Mississippi State and municipal law and permit reasonable inspection of all work by authorized inspectors.

SECTION 4 – INSURANCE

In carrying out the work herein proposed, the Vendor will maintain, at a minimum, the following insurance coverage:

- A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than \$500,000 aggregate and \$500,000 per occurrence, and property damage coverage of not less than \$500,000 aggregate and \$500,000 per occurrence.
- B. Vendor shall provide, at its expense, all applicable Mississippi Workman's Compensation insurance, unemployment compensation insurance, sickness and disability and/or social security insurance, and will comply with all local, state and federal laws and/or regulations relating to employment.
- C. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than \$500,000 for one accident, to protect from all claims arising from the use of the following:
 - (1) Vendor's own automobiles, trucks and/or vehicles
 - (2) Hired automobiles, trucks and/or vehicles
 - (3) Automobiles, trucks and/or vehicles owned by subcontractors

The aforementioned is to cover use of automobiles, trucks and/or vehicles on and off the project sites.

- D. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than \$500,000 as well as property damage liability coverage in the amount of \$500,000 per occurrence and \$500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.
- E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

The Vendor shall carry all insurance as prescribed herein and all policies shall be with companies satisfactory to the City. If a part of this contract is sublet, the Vendor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.

Certificates of insurance shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. No Vendor or Sub-vendor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the City. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

Vendor shall comply with the provisions of 29 CFR Part 1926(OSHA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

- 1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
- 2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.

3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, ("HUD") and the Mississippi Department of Health, ("MDH".)
8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor's asbestos abatement qualifications must be provided.
10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

The Vendor must obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

SECTION 7 – DEBRIS AND MATERIAL REMOVAL AND RESPONSIBILITY OF THE CONTRACTOR

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor, unless specified otherwise in the "Request for Quotes or Bids." The Vendor shall also dispose of demolition debris in compliance with State and Federal laws. Vendor shall provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from site. In lieu of disposal receipts for salvageable materials, Vendor shall submit proof of recycling or appropriate storage for repurposed materials. Vendors should provide a manifest for removal of tires. Tires must be dumped at a waste tire facility.

In the event that the Vendor must engage in excavation of any kind, the Vendor shall comply with the MS Dig Law set forth in Section 77-13-1 to 77-13-37 of the Mississippi Code Before beginning any excavation, unless otherwise provided in the MS Dig Law, the vendor shall provide not less than three (3) and not more than ten (10) working days' advance written, electronic, or telephonic notice of the commencement, extent, location and duration of the excavation work to Mississippi 811, Incorporated, so that Mississippi 811, Incorporated, operator(s) may locate and mark the location of underground utility lines and underground facilities in the excavation area.

SECTION 8 – ASSIGNMENTS AND SUBCONTRACTS

Neither party may assign all or any portion of this Agreement except for entering into a subcontract for abatement of asbestos without the prior written consent of the other. Vendor is responsible for all work carried out by all sub-vendors.

Vendor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the CITY or its designees or agents, members of the governing body of the CITY, any other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during this or her tenure or for one year thereafter.

SECTION 9 – SUCCESSORS AND ASSIGNS

The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

SECTION 10 – NOTICES

All notices, requests, demands, or other communications required by this Agreement, or desired to be given or made by either of the parties to the other hereto, shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi Chokwe Antar Lumumba, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	Four Seasons Enterprises, LLC Robert Love 5822 Canton Park Dr. Jackson, Mississippi 39211
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SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

B. Termination for Convenience.

The City, at any time, may terminate this Agreement without cause, in whole or in part, solely for its own convenience. Any such termination shall be affected by delivering notice to the Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this agreement shall be limited to payment for services and work performed as of the date notice of termination.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding becomes available, the Vendor agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - GOVERNING LAW AND LEGAL REMEDIES

This agreement shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action against the Vendor.

SECTION 14 – INDEMNIFICATION

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of, or damage to, property, natural resources or the environment, including governmental and physician claims and creditor, reasonable attorney and other professional fees and costs arising out of or in connection with or caused by, in any way, the negligence, willful misconduct of or breach of agreement by the Vendor, to the extent not otherwise contributed to by the act or negligence of any indemnified party.

The Contractor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies, including but not limited to, the Mississippi Department of Environmental Quality as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from any and all effects due to faulty materials or workmanship and the Vendor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the Vendor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the CITY may, after giving thirty (30) days' notice to the Vendor, do so and charge the Vendor the cost thereby incurred. The CITY will in no way, guarantee that any defects due to faulty materials or workmanship will be corrected.

SECTION 16 – NO AGENCY

The Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor shall in no event be considered to be the employees, agents, or servants of the City. This Agreement is not intended to create an agency relationship between the Vendor and City.

SECTION 17 – HEADINGS

The headings used in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

SECTION 18 – TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Agreement and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. 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.
- D. The Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Vendor has promptly given written notice of such delay to the City:

1. To any preference, priority or allocation order duly issued by the City.
2. To unforeseeable causes beyond the control and without the fault or negligence of the Vendors, including but not restricted to, Acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
3. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (D1 and D2 above).
- E. In the event that Vendor fails in any of its obligations under this Section, the City may take one or more of the following actions to protect its interests:
 1. Suspend the performance of the agreement until Vendor provides assurances that it intends to adhere to the said Standards of Professional Conduct;
 2. Terminate this Agreement upon giving three (3) days' written notice of Vendor's failure to adhere to the terms of this Section;
 3. Debar Vendor from future work for City for a period not less than six (6) months. Vendor shall not circumvent debarment by performing such future work as a sub consultant for another consultant; or
 4. Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.
- B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 20 – TRAINING AND EMPLOYMENT OF LOWER INCOME RESIDENTS OF PROJECT AREA

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12, U.S.C. 1701-u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

SECTION 21 – PAYMENT

- A. The City shall pay the Vendor within 30 days but no later than 45 day of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Department of Community Improvement Division.

SECTION 22 – GENERAL PROVISIONS

This contract embodies all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

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 as 737 McDowell Rd., Jackson, MS 39205 which has been deemed to be a menace to public health, safety, and welfare.

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

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as Parcel #615-31 bearing the physical address of 737 McDowell Rd legally described as LOT 32 LESS 100 FT S END WOODBINE TERRACE LESS TO CITY FOR ST for Case #CF-23-2565:

Demolish and remove remains of dilapidated structure removing foundation; remove trash, debris, steps, tires, and any other items to ensure property is clear and free of any and all health hazards; cut grass and weeds, and ensure property site is properly graded.



City of Jackson Mississippi Planning and Development Department
Community Improvement Division
PO Box 17
Jackson, MS 39205-0017

NOTICE TO PROCEED

DATE: April 3, 2025
CASE NO: CE-23-2565
CONTRACTOR: **ROBERT LANE**
FOUR SEASONS ENTERPRISES, LLC
3822 CANTON PARK DRIVE
JACKSON, MS 39211

LOCATION: 737 McDowell Rd
MAP/ PARCEL: 615-31

SCOPE OF WORK: Demolish and remove remains of dilapidated structure removing foundation; remove trash, debris, steps, tires, and any other items to ensure property is clear and free of any and all health hazards; cut grass and weeds, and ensure property site is properly graded.

PRE-WORK INSPECTION PERFORMED _____ DATE _____
DATE ISSUED TO CONTRACTOR: _____ ISSUED BY: _____
CONTRACTOR OR REPRESENTATIVE SIGNATURE _____
DATE RETURNED: _____ RECEIVED BY: _____

CONTRACTOR CHECK LIST	CODE ENFORCEMENT OFFICER CHECK LIST
COPY OF THIS NOTICE TO PROCEED	FINAL INSPECTION COMPLETED
WORK COMPLETION MEMO	PHOTOS
INVOICE	MEMO
DUMP RECEIPT (IF APPLICABLE)	CONTRACT

NIP AUTHORIZED BY: _____ DATE: _____
INSPECTED BY: _____ DATE: _____
CASH: _____ DATE: _____
PAYMENT AUTHORIZED BY: _____ DATE: _____

QUOTE PRICE: **\$18,000.00**

- Contractor is responsible for calling 811 before demolition
- Please call Houston at 601-624-0408 for gas to be disconnected.

Council Member Banks moved adoption; Vice President Grizzell seconded.

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

APPROVAL OF THE MARCH 25, 2025 REGULAR CITY COUNCIL MEETING MINUTES.

Council Member Banks moved adoption; Vice President Grizzell seconded.

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

There came on for Introduction, Agenda Item No. 6:

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING SECTIONS 58-36 AND 58-37, AND REPEALING SECTION 58-38 OF THE CITY OF JACKSON CODE OF ORDINANCES FOR THE PURPOSE OF ADOPTING THE 2024 EDITION OF THE INTERNATIONAL FIRE CODE INCLUDING CERTAIN AMENDMENTS TO SAID FIRE CODE. President **Lindsay** stated that said item would be placed on the next Regular Council agenda to be held on May 6, 2025.

ORDINANCE AMENDING SECTIONS 2-36 AND 2-191 OF THE CITY OF JACKSON CODE OF ORDINANCES TO INCREASE THE MAYOR AND THE MEMBERS OF THE COUNCIL SALARIES.

WHEREAS, Miss. Code Annotated Section 21-8-21(2) provides, "the salary of the mayor, councilmen and all employees of such municipality shall be paid at such periods as may be fixed by the council, but not less frequently than once a month; however, no salaries or wages shall be paid to any officer or employee of such municipality until after the same shall have been earned. Every officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by the council from time to time, as occasion may demand;" and

WHEREAS, Miss. Code Annotated Section 21-8-21(1) provides, "any increases or decreases in the salary for the mayor or councilmen may be authorized by the council at any time prior to ninety (90) days before the next general election for the selection of municipal officers. Such increases or decreases shall not become effective until the next elected mayor and council takes office;" and

WHEREAS, the City of Jackson Councilmembers propose to amend the City of Jackson Ordinances as follows:

Sec. 2-191. - Powers and duties; salary.

(a) The mayor of the city shall perform those duties specified by the general laws of the state.

(b) From and after the next general election of municipal officers to be in the year 2025 and the next elected mayor takes office in July 2025, the mayor's salary shall increase as follows:

The salary of the mayor shall be \$150,000.00 per annum.

Sec. 2-36. - Members' duties; salary.

(a) Members duties; salaries. Each member of the council is empowered to perform the duties specified by the general laws of the state. The salary of each member of the council shall be \$15,000.00 per annum, except that the council member serving as president of the council shall receive an additional \$2,000.00 per annum, prorated to reflect the length of the member's term of office.

(b) From and after the next general election of municipal officers to be held in the year 2025 and the next elected council takes office in July 2025, each members' shall increase as follows:

The salary of each member of the council shall be \$35,000.00 per annum, except that the council member serving as president of the council shall receive an additional \$2,000.00 per annum, prorated to reflect the length of the member's term of office.

WHEREAS, the City of Jackson members of the Council find good cause, including increases to cost-of-living, inflation, and that the last salary increase was in 2001, to increase the salary of the Mayor to \$150,000.00, per annum; and

WHEREAS, the City of Jackson members of the Council find good cause, including increases to cost-of-living, inflation, and that the last salary increase was in 2001, to increase the salary of the Council members to \$35,000.00, per annum.

THEREFORE, BE IT ORDAINED as follows: That Section 2-191 of the City of Jackson Code of Ordinances shall increase the Mayor's salary to \$150,000.00 per annum beginning when the next elected mayor takes office in July 2025.

FURTHER, BE IT ORDANED as follows: That Section 2-36 of the City of Jackson Code of Ordinances shall increase each Councilmember's salary to \$35,000.00 per annum beginning when the next elected council takes office in July 2025.

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

After thorough discussion, **President Lindsay** recognized **Council Member Banks** and **Vice President Grizzell** withdrew their motion and second. **President Lindsay** stated that said item will be held until the next Regular Council Meeting on May 6, 2025.

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI,
ESTABLISHING CHAPTER 6, SECTION 6-4. CITY OF JACKSON TRANSIT
SYSTEM ADVERTISING ORDINANCE TO REGULATE ADVERTISING IN
JACKSON TRANSIT AUTHORITY FACILITIES, VEHICLES, AND
PUBLICATIONS.**

WHEREAS, this Ordinance will be known as the City of Jackson Transit Advertising Ordinance and referred to herein as the "Ordinance"; and

WHEREAS, the City of Jackson Transit System manages and provides public transportation systems, including planning routes, setting fares, regulating service quality, and funding the operation of buses or other transit options within the City of Jackson; and

WHEREAS, City of Jackson Transit System seeks to maintain and provide Transit Vehicles, Transit Facilities, and Transit Publications that are safe, comfortable, convenient, and retain and attract new users of its public transportation services; and

WHEREAS, to fulfill these governmental functions, City of Jackson Transit System will accept advertising on its Transit Vehicles, Transit Facilities, and Transit Publications as indicated in this Ordinance and all other applicable ordinances; and

WHEREAS, by allowing limited types of advertising on or within Transit Vehicles, Transit Facilities, and Transit Publications, and in keeping with its proprietary function as a provider of public transportation, City of Jackson Transit System does not provide or create a public forum for public discourse or expressive activity, or provide a forum for all types of advertisements; and

WHEREAS, advertising will allow City of Jackson Transit System to communicate with the public regarding its activities, and its partners' services and programs; and

WHEREAS, other entities may advertise on excess space on Transit Vehicles, Transit Facilities, and Transit Publications as long as it is primarily for a government purpose, such as governmental services or programs, community events, or issues of importance to the community; and

WHEREAS, allowing for certain advertising, City of Jackson Transit System facilitates a public benefit through an efficient and effective channel for government entities to communicate with the public; and

WHEREAS, municipalities have home rule powers under Section 21-17-5 Mississippi Code Annotated, as amended, and pursuant to this statute, municipalities may sell advertising and may regulate the content, subject, and identity of their advertisers to promote the public safety, health or welfare, assuming compliance with the Mississippi and United States Constitutions. MS AG Op., Nowak (January 17, 2014). Additionally, a municipality may not engage in a profit-making venture. MS AG Op., Mallette (May 1, 2012); MS AG Op., Rutledge (August 6, 1999).

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT: Chapter 6, Section 6-4. of the Code of Ordinances of the City of Jackson, Mississippi, is hereby to read as follows:

Sec. 6-4. CITY OF JACKSON TRANSIT ADVERTISING ORDINANCE

A. PURPOSE

City of Jackson Transit System will accept advertising on its Transit Vehicles, Transit Facilities, and Transit Publications only if such advertising complies with the guidelines outlined in this Ordinance.

Advertisements allow the City of Jackson Transit System to communicate with the public regarding City of Jackson Transit System's and its partners' services and programs and for other governmental entities to communicate with the public regarding governmental services or programs, community events, or issues of importance to the community. City of Jackson Transit System retains strict control over the types of advertisements accepted in its Transit Facilities, Transit Vehicles, or Transit Publications.

This Ordinance may be suspended, modified, or revoked as necessary to comply with legal mandates or recommendations, to accommodate City of Jackson Transit System's primary transportation function, or upon the directive of the governing authority for the City. City of Jackson Transit System maintains its advertising space as a nonpublic forum subject to the restrictions in this Policy. Any provision shall be deemed severable.

B. APPLICATION OF ADVERTISING POLICY

1. Except as otherwise provided herein, this ordinance applies to the posting of all new advertisements on Transit Vehicles, Transit Facilities, and Transit Publications on or after the effective date of this Transit Advertising Policy.
2. Any advertisements that would be prohibited under this Ordinance were posted pursuant to the terms of any previous Transit Advertising Policy, and a duly executed advertising contract prior to the effective date of this Ordinance be allowed to remain posted for the duration of that contract.
3. City of Jackson Transit System's acceptance of an advertisement does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, products, services, information, or viewpoints contained therein or of the advertiser itself.

C. DEFINITIONS

1. "Transit Facilities" means transit-oriented facilities owned or operated by City of Jackson Transit System, including, but not limited to, buildings, bus stops, bus shelters, stations, and park-and-ride facilities.
2. "Transit Vehicles" means all passenger vehicles that are owned or operated by the City of Jackson for use by the general public transit system.
3. "Transit Publications" means literature or information produced by City of Jackson Transit System, including, but not limited to, Routes and Schedules books, brochures, www.ridejtran.com, and any City of Jackson Transit System-administered social media.
4. "Government Entity" means any public entity specifically created by government action.

5. "Transit Advertising Contractor" means a vendor(s) that the City of Jackson contracts with regarding the placement or sale of advertising on Transit Vehicles, Transit Facilities, and Transit Publications.

D. PERMITTED ADVERTISING CONTENT

The following classes of advertising are authorized in Transit Vehicles, Transit Facilities, and Transit Publications if the advertisement does not include any material that qualifies as Prohibited Advertising under Section E of this Ordinance:

1. Commercial Advertising. Advertising that primarily promotes the sale, lease, rental, distribution, or availability of goods, services, food, entertainment, events, programs, transactions, products, or property (real or personal) for commercial purposes or, more generally, promotes an entity that engages in such activities. City of Jackson Transit System Commercial Advertising may not be used for comment on a Public Issue, as further defined in Section B(2), and may not include any material that qualifies as Prohibited Advertising under Section B of this Advertising Policy.

2. City of Jackson Transit System Advertising. Advertising that promotes City of Jackson Transit System's services and programs, as well as services and programs of the City of Jackson, undertaken in partnership with other public and private entities.

A. For purposes of this provision, a "partnership" is an ongoing relationship that City of Jackson Transit System has maintained or will maintain with another entity to support or promote certain services or programs that City of Jackson Transit System has determined are consistent with City of Jackson Transit System's mission.

B. Subject to the terms and limitations of any agreement City of Jackson Transit System may have with a Transit Advertising Contractor, City of Jackson Transit System may offer free or reduced cost advertising on Transit Vehicles, Transit Facilities, and in Transit Publications of services and programs that City of Jackson Transit System determines furthers or promotes the provision of City of Jackson Transit System's transportation services or programs to the public.

C. City of Jackson Transit System may enter into sponsorship agreements for its services and programs. A sponsorship agreement does not solicit a specific transaction, it is a long-term, non-transactional arrangement between an entity and City of Jackson Transit System.

3. Governmental Advertising. Advertising by a government entity promotes the government entity, the community the government entity serves, government services or programs, community events, or awareness of issues of importance to the community served by the government entity. Governmental advertising must not be used to comment on a public issue, as further defined in Section E (2), and must not include any material that qualifies as prohibited advertising under Section B of this advertising policy.

E. PROHIBITED ADVERTISING CONTENT

Advertising is prohibited on Transit Vehicles, Transit Facilities, and Transit Publications if it does not qualify as Commercial Advertising, City of Jackson Transit System Advertising, or Governmental Advertising as defined in Section D or if it includes any of the following content or includes an internet address or telephone number that directly relates to any of the following content:

1. Political. Advertising promoting or opposing a political party; promoting or opposing the election of any candidate or group of candidates for federal, state, or local office; or promoting or opposing existing or proposed laws, initiatives, referenda, or other ballot measures.

2. Public Issue. Advertisements expressing or advocating an opinion, position, or viewpoint on matters of public debate about economic, political, public safety, religious, or social issues.

3. Religious. Advertising that addresses, promotes, or opposes any identifiable or specific religion or religious viewpoint, message, or practice, including but not limited to the lack of religious beliefs.

4. Prohibited Products, Services, or Activities. Any advertising that promotes the sale, rental, or use of, or participation in, the following products, services, or activities; or that uses brand names, trademarks, slogans, or other material that are identifiable with such products, services, or activities:

A. Tobacco/Nicotine. Tobacco or nicotine products, including but not limited to cigarettes, electronic nicotine delivery systems, cigars, and smokeless tobacco;

B. Alcohol and Cannabis Products. Beer, wine, distilled spirits or any alcoholic beverage licensed and regulated under Mississippi law, and cannabis or any cannabis product licensed and regulated under Mississippi law or federal law, including but not limited to any substance deemed a Schedule I controlled substance under the Controlled Substances Act, Title 21 U.S.C., provided that this prohibition shall not prohibit advertising that includes the name of a restaurant;

C. Adult/Mature Rated Films, Television or Video Games. Adult films rated "X", "NC-17", or equivalent; television rated "TV-MA" or equivalent; or video games rated "AO (Adults Only)", "M", or equivalent;

D. Adult Entertainment Facilities, Services, and Products. Stores selling adult books and other products, adult video stores, adult telephone services, adult internet sites, escort services, nude dance clubs, and other adult entertainment establishments.

E. Human Reproduction. The City of Jackson will not accept advertisements depicting or promoting products, devices, paraphernalia or services related to human reproduction or sexual enhancements, including, but not limited to, contraceptive products or services, statements for or against contraception, other products or services related to sexual hygiene and counseling concerning pregnancy, abortion or other reproductive matters.

F. Illegal Activity. Any advertising that promotes an activity or product that is illegal under federal, state, or local law.

G. Sexual and/or Excretory Subject Matter. Any advertising that contains or involves any material that describes, depicts, or represents sexual or excretory organs or activities in a way:

i. Which the average person, applying contemporary community standards, would find, when considered as a whole, appeals to the prurient interest; and

ii. Which is patently offensive to contemporary community standards; and

iii. Which, when considered as a whole, lacks serious literary, artistic, political, or scientific value; or

iv. Which depicts, or reasonably appears to depict, a person under the age of eighteen (18) exhibiting his or her sexual or excretory organs or engaging in sexual or excretory activities.

v. For purposes of this subsection, "sexual or excretory organs" shall mean and include the male or female pubic area, anus, buttocks, genitalia, or any portion of the areola or nipple of the female breast and "sexual or excretory activities" shall mean and include actual or simulated sex acts of every nature (including but not limited to touching of one's own or another's clothed or unclothed sexual or excretory organs), urination and defecation.

5. False or Misleading. Any material City of Jackson Transit System knows, or the party submitting the advertisement knows or reasonably should have known, is false, fraudulent, misleading, deceptive, or would expose City of Jackson to potential litigation.
6. Copyright, Trademark, or Otherwise Unlawful. Advertisements that contain any material that is an infringement of copyright, trademark, or service mark or is otherwise unlawful or illegal.
7. Internet Addresses and Telephone Numbers. City of Jackson Transit System will not accept advertising that directs viewers to internet addresses or telephone numbers that contain materials, images, or information that would violate this Advertising Policy if the materials, images, or information were contained in advertising displayed or posted on City of Jackson's Transit Vehicles, Transit Facilities, and Transit Publications
8. Profanity or Violence. Advertising that contains any profane language or employs the use of miscellaneous characters or symbols as a substitute for profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal.
9. Firearms and Weapons. City of Jackson Transit System will not accept advertising that contains images or depictions of firearms or other weapons, including, but not limited to, knives, machetes, brass knuckles, whips or other devices designed or used for inflicting bodily harm or physical damage; the unlawful use of firearms; firearms-related products; advertising that promotes or solicits the sale, rental, distribution or availability of firearms or firearms-related products or depicts the use of a firearm.
10. Harmful or Disruptive to Transit System. Any material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it may result in harm to, disruption of, or interference with the operation or business reputation of the transportation system or that will incite or produce imminent lawless action in the form of retaliation, vandalism, or other breach of public safety, peace, and order.
11. Adverse to City of Jackson. City of Jackson Transit System will not accept advertisements or any material contained in it that is directly adverse to the commercial or administrative interests of the City of Jackson, that tends to disparage the quality of service provided by the City of Jackson, or that tends to disparage public transportation generally.
12. City of Jackson/City of Jackson Transit System Graphics and References. Advertising that contains City of Jackson/City of Jackson Transit System graphics, logos, slogans, and representations without the advance express written consent of the Deputy Director of Transportation or their designee is prohibited.
13. Lights, Noise, and Special Effects. City of Jackson Transit System will not accept advertising that incorporates or displays any rotating, revolving, or flashing devices, or other moving parts, mirrors, sound makers, or any word, phrase, symbol or character, any of which are likely to interfere with, mislead or distract traffic or conflict with any traffic control device or motor vehicle regulation, or other special effects that interferes with the safe operation of the Transit vehicle or the safety of the Transit vehicle riders, drivers of other vehicles or the public at large.
14. Unsafe or Unlawful Transit Conduct. Any advertisement that encourages or depicts unsafe or unlawful conduct concerning transit-related activities, such as non-use of normal safety precautions in awaiting, boarding, riding upon, or debarking from transit vehicles or any violation of Chapter 126, Article 359. - Required rules of behavior on city buses.
15. Endorsement. Advertising that implies or declares an endorsement by the City of Jackson, or the jurisdictions within its service area, of any service, product, or point of view, without written authorization from the City of Jackson or the member jurisdiction.
16. Advertising Regarding City of Jackson and/or the Transit System. Any advertising, other than City of Jackson Transit System Advertising permitted under Section IV.A(2),

supra, which discusses, refers to, depicts, or portrays City of Jackson and/or the Transit System or its programs or services, its partner the third-party contractor operating the transit system, or either agency's officers or employees.

17. Advertising That Conflicts with Any City of Jackson Transit System Sponsorship or Naming Rights Agreement. The City of Jackson reserves the right to prohibit advertising on any Transit Facilities, Transit Vehicles, or Transit Publications by entities identified as Direct Competitors in a City of Jackson Transit System Sponsorship or Naming Rights Agreement or where such advertising conflicts with or otherwise is prohibited by a City of Jackson Sponsorship or Naming Rights Agreement.

II. Additional Requirements

Any advertising in which the identity of the advertiser is not readily and unambiguously identifiable must include the following phrase to identify the advertiser in clearly visible letters no smaller than 72-point type for exteriors and 24-point type for interiors: "Advertisement paid for by [name of advertiser]."

F. PROCEDURES

City of Jackson Transit System may select a Transit Advertising Contractor responsible for the daily sales and administration of City of Jackson Transit System's advertising program consistent with this ordinance. City of Jackson Transit System must designate an employee to be the primary contact for the Transit Advertising Contractor. Questions regarding the terms, provisions, and requirements of this ordinance should be addressed initially to the designated employee.

1. Submission of Advertising. The advertiser must submit all proposed advertising to the Transit Advertising Contractor for initial compliance review. The Transit Advertising Contractor is responsible for performing a thorough evaluation of the submission to assess its compliance with this ordinance.

A. The Transit Advertising Contractor may discuss revisions to an advertisement that would conform to this Transit Advertising Policy.

B. If the Transit Advertising Contractor is unable to make a compliance determination, the Transit Advertising Contractor must promptly send the final version of the advertisement, along with the names of the advertiser, the size and number of the advertisements, and the approximate dates and locations of the display to the designated City of Jackson Transit System employee for further review.

2. Authority of the City of Jackson. The City of Jackson reserves the right to suspend, modify, amend, or revoke the application of these policies and standards at any time without cause. The City of Jackson reserves the right to limit the availability of advertising space and remove advertising that does not comply with this ordinance, and, subject to any contractual obligations, reserves the right to display advertisements and notices on City of Jackson Facilities that pertain to City of Jackson Transit System's operations and its promotions. All of the provisions of this ordinance shall be deemed severable.

A. The ultimate authority to determine whether a particular advertisement complies with this ordinance rests with City of Jackson Transit System.

B. The City of Jackson reserves the right to discontinue advertising on City of Jackson's Transit Vehicles, Transit Facilities, and Transit Publications and discontinue accepting advertising for display or posting on City of Jackson's Transit Vehicles, Transit Facilities, and Transit Publications. Subject to any contractual obligations.

C. In the event the Transit Advertising Contractor approves an advertisement that is not in compliance with this ordinance, the Transit Advertising Contractor must, upon written request from City of Jackson Transit System, remove the advertisement within twenty-four (24) hours. The Transit Advertising Contractor must forward City of Jackson Transit System's written notification to the advertiser and provide the advertiser with the

opportunity to revise the advertisement and/or to appeal the decision in compliance with this ordinance.

3. Revisions. Revisions or amendments must be made in writing and provided to Transit Advertising Contractor.

4. Determination of Compliance. City of Jackson Transit System shall determine whether a particular advertisement submitted by the Transit Advertising Contractor complies with this Transit Advertising Policy. In reaching this determination, City of Jackson Transit System may consider any materials submitted by the advertiser or any materials publicly available and may consult with the Transit Advertising Contractor.

If the City of Jackson Transit System determines that the advertisement qualifies as one of the categories of permitted advertisements in this ordinance and does not fall within any of the categories of prohibited advertisements set forth in this ordinance, City of Jackson Transit Systems must inform the Transit Advertising Contractor that the advertisement is in compliance with this ordinance. The Transit Advertising Contractor must notify the advertiser of the same.

In the event City of Jackson Transit System determines that an advertisement does not qualify as one of the categories of permitted advertisements in this ordinance above or that the advertisement qualifies as a permitted advertisement under Section but falls within one or more of the prohibited categories set forth in this ordinance, then City of Jackson Transit System shall proceed as follows:

A. Notification of Non-Compliance. The Deputy Director of Transportation, or his/her designee shall provide the Transit Advertising Contractor with a written explanation for the decision within ten (10) days after receipt of the decision of non-compliance has been made, and instruct the Transit Advertising Contractor to provide the advertiser with a copy of the Transit Advertising Policy and the written explanation for the decision.

B. Opportunity for Revision by Advertiser. Upon receipt of a decision of non-compliance, the advertiser may provide proposed revisions to the advertisement to the Transit Advertising Contractor. The Transit Advertising Contractor shall promptly provide the revisions to the Deputy Director of Transportation, or his/her designee, in an effort to bring the advertisement into compliance with the Transit Advertising Policy. If the Deputy Director of Transportation, or his/her designee, determines the proposed revisions do not bring the advertisement into compliance with the Transit Advertising Policy, the Deputy Director of Transportation shall provide a written explanation for the decision within ten (10) days after the proposed revision is not accepted to the Transit Advertising Contractor, who shall immediately forward the written explanation to the advertiser.

C. Appeal of Decision. Upon receipt of any decision under this section, an advertiser may request a review of the decision from the City of Jackson Transit System Director of Planning and/or their designee. Upon appeal, the City of Jackson Director of Planning and Development and/or the direct supervisor who supervises the Deputy Director of Transportation or his or her designee, must provide a written explanation for their review decision within ten (10) days of a request for review to the Transit Advertising Contractor, who shall immediately forward the written explanation to the advertiser. This determination shall be deemed final.

G. Disclaimer Of Endorsement.

The City of Jackson's acceptance of an advertisement does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, products or services, information or viewpoints contained therein, or of the advertisement sponsor itself. This endorsement disclaimer extends to and includes content that may be found via Internet addresses, quick response ("QR") codes, and telephone numbers that may appear in posted ads and that direct viewers to external sources of information.

H. Severability.

If any section, subsection, sentence, clause, phrase or other portion of this Policy is, for any reason, declared invalid, in whole or in part, by any court of competent jurisdiction, in a final, non-appealable decision, such portion shall be deemed severable, and such invalidity shall not affect

the validity of the remaining portions of this ordinance, which remaining portions shall continue in full force and effect.

I. Advertising Pricing and Space Availability.

The price for placing advertising on City of Jackson's Transit Vehicles, Transit Facilities, and Transit Publications is governed by the contract(s) between the City of Jackson and its advertising contractor(s). The City of Jackson limits the amount of space on its City of Jackson's Transit Vehicles, Transit Facilities, and Transit Publications available for advertising and does not represent that it can accommodate all requests for advertising space. Advertising space will be made available only on City of Jackson's Transit Vehicles, Transit Facilities, and Transit Publications designated by the City of Jackson. No advertising, signs, or other types of postings or messages may be displayed, posted, or placed on any other City of Jackson facilities.

The City of Jackson explicitly reserves the right, in its sole judgement, to limit the number of advertisements from any advertiser, groups of advertisers, public or private entities, or any other Permitted Advertising similar in nature, subject matter, or content, to no more than ten percent (10%) of the advertising space available in or on City of Jackson Transit System Facilities.

J. Responsibilities

City of Jackson Transit System is responsible for the implementation of this ordinance.

Vice President Grizzell moved adoption; Council Member Banks seconded.

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

Nays – None.

Absent – Stokes.

ORDINANCE AMENDING SECTIONS 122-24, -234, -235, -236, -242, -267, -268, -269, -270(a), -271, and -272 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI TO CODIFY REVISIONS PREVIOUSLY IMPLEMENTED BY THE INTERIM THIRD-PARTY MANAGER OF THE CITY'S WATER AND SEWER SYSTEMS AND TO INCREASE THE VOLUMETRIC RATES FOR WATER AND SEWER.

WHEREAS, the City of Jackson agreed to an Interim Stipulated Order in United States vs. City of Jackson, Mississippi, 3:22-cv-00686-HTW-LGI (U.S.N.D. Miss.); and

WHEREAS, the Interim Stipulated Order provides for the Interim Third-Party Manager to propose adjustments in the existing rate structure, as follows:

[T]he ITPM...shall...q. [w]ithin thirty (30) Days of receipt by the City of a Financial Management Plan, and annually until the termination of this Stipulated Order, meet with the City to discuss the need to adjust the Rate structure, the Rates under the existing or a modified Rate structure, and any fees that the City charges customers for water utilities:

i. If, in reliance on the latest Financial Management Plan and after consulting with the Mayor and the Mayor's staff, the ITPM deems a modification of the Rate structure or a Rate or fee increase appropriate to meet the requirements of this Stipulated Order, the Mayor shall, in accordance with Title 21, Chapter 13, of the Miss. Code Ann., propose an amendment, consistent with the ITPM's recommendation, to Sections 122-268 and/or 122-269, Code of Ordinances of Jackson, Mississippi, to be placed on the agenda of the next scheduled regular City Council meeting;

ii. In the event the City Council does not pass an amendment proposed by the Mayor in accordance with the preceding sub-Paragraph and more than 365 Days have passed from the date of the last Rate adjustment, the ITPM shall have the full power and authority to adjust the Rates, Rate structure, and/or fees without the necessity of any actions on the part of the City Council and with thirty (30) Days' notice to the Mayor, Director of Public Works, the City Council, and the System's customers published in accordance with Miss. Code Ann. § 21-13-11 and published on the ITPM's website...;

and

WHEREAS, the City of Jackson agreed to a Stipulated Order on Sewer System (CWA Case) in United States, et al. vs. City of Jackson, Mississippi, 3:12-cv-790-HTW-LGI (U.S.N.D.); and

WHEREAS, the Stipulated Order on Sewer System (CWA Case) provides for the Interim Third-Party Manager to propose adjustments in the existing rate structure, as follows:

[T]he ITPM...shall...w. [w]ithin ninety (90) Days of the Order Effective Date, and annually until the termination this Stipulated Order, meet with the City to discuss the need to adjust the Sewer Service Charge structure, the Sewer Services Charges under the existing or a modified structure, and any fees that the City charges customers for sewer utilities:

i. If, in reliance on the latest Financial Management Plan and after consulting with the Mayor and the Mayor's staff, the ITPM deems a modification of the Sewer Service Charge structure or a Sewer Service Charge or fee increase appropriate to meet the requirements of this Stipulated Order, the Mayor shall propose an amendment, consistent with the ITPM's recommendation, to Sections 122-234 and/or 122-235, Code of Ordinances of Jackson, Mississippi, to be placed on the agenda of the next scheduled regular City Council meeting;

ii. In the event the City Council does not pass an amendment proposed by the Mayor in accordance with the preceding sub-Paragraph and more than three hundred sixty-five (365) Days have passed from the date of the last Sewer Service Charges adjustment, the ITPM shall have the full power and authority to adjust the Sewer Service Charges, Sewer Service Charges structure, and/or fees without the necessity of any actions on the part of the City Council and with thirty (30) Days' notice to the Mayor, Director of Public Works, the City Council, and the Sewer System's customers published in accordance with Miss. Code Ann. § 21-13-11 and published on the ITPM's website...;

and

WHEREAS, at the City's December 19, 2024 meeting, the Mayor presented an Ordinance provided by the Interim Third-Party Manager that proposed changes to the Rate structure, a Rate or fee increase, changes to the Sewer Service Charge structure, and a Sewer Service Charge or fee increase after the Interim Third-Party Manager met with the Mayor and the Mayor's staff; and

WHEREAS, the City Council did not vote to approve the Ordinance and the pursuit to the terms of the Interim Stipulated Order, the Interim Third-Party Manager implemented the changes set forth in the December 19, 2024 Proposed Ordinance; and

WHEREAS, the Interim Third-Party Manager proposed additional increases in the volumetric rate in a letter to the Mayor and subsequently met with the Mayor and the Mayor's staff to discuss the proposed rate increase; and

WHEREAS, the proposed changes to the volumetric rates are as follows:

Volumetric rate for water and sewer combined. An inclining block rate shall be charged for combined water and sewer services based on monthly meter readings as follows:

Up to 30 CCF (22,440 gallons)	\$7.48 per CCF (748 gallons)
From 31 CCF to 100 CCF (74,800 gallons)	\$14.96 per CCF
From 101 CCF to 350 CCF (261,800 gallons)	\$17.45 per CCF
Over 350 CCF	\$19.95 per CCF

Volumetric rate for water only or sewer only customers:

Up to 30 CCF (22,440 gallons)	\$3.74 per CCF (748 gallons)
From 31 CCF to 100 CCF (74,800 gallons)	\$7.48 per CCF
From 101 CCF to 350 CCF (261,800 gallons)	\$8.73 per CCF
Over 350 CCF	\$9.98 per CCF; and

WHEREAS, because the City Council did not pass the December 19, 2023 Proposed Ordinance, the previously proposed amendments to the existing Ordinances must be presented again to the City Council as amendments to the existing Ordinance; and

WHEREAS, consistent with the requirements of both the Interim Stipulated Order and the Stipulated Order on the Sewer System (CWA Case), the amendments are being presented to the City Council at their next regular Council meeting following the meeting with the Mayor; and

WHEREAS, Section 122-24 should be amended as follows:

(a) Prohibited. It shall be unlawful for any person, not an employee or representative of the city ~~waterworks~~, to tamper with or remove any municipal water meter while the water meter is connected to the city water system.

(b) Penalty for violation of section. A violation of this section shall constitute a misdemeanor and may be punished, upon conviction, according to the provisions of section 1-10.

(c) In addition to any criminal penalty that may be imposed for violation of this section, the Director of Public Works or their designee may charge the owner of the premises where a meter is, or has been previously, installed a \$500 meter tampering fee.

WHEREAS, Section 122-234 should be amended as follows:

~~Sewer service charges for the use of the city sanitary sewage system shall be in accordance with the following: In addition to the combined charges for water and sewer in Sections 122-268 & - 269, There shall be two classes of charges: one being a volumetric charge and the other being a surcharge for excessive strength of wastewater. These~~ This surcharge shall apply to all users of the city sanitary sewage system, as provided in section 122-232.

~~(1) Volumetric charges. Volumetric charges will be determined as follows:~~

~~a. The volumetric charge will be determined by the water meter reading, or at the user's option, the user may furnish metering devices approved by the approving authority for measuring wastewater discharged into the city sewer system. This will apply to those users of the city sanitary sewer system who purchase all water from the city or other water utility. Those users having private wells or other sources of water supply shall install either water meters on the wells or other sources of water supply or approved metering devices on wastewater discharged to the city sewers. The schedule of sewer service charges, on a volumetric basis, is as follows: Each customer shall be charged \$5.36 per 100 cubic feet of meter water consumption when the monthly water consumption is greater than the minimum amounts described in section 122-235.~~

~~b. Notwithstanding subsection (1)a. of this section, any business utilizing sewer services provided by the city shall pay a reduced volumetric charge of its sewer usage at the follow rates:~~

~~1. If the business makes a capital investment of \$75,000,000.00 or more, and either employs at least 75 employees or uses a daily average of 133,000 cubic feet of water, it shall receive a 25 percent reduction in its water charges.~~

~~2. If the business makes a capital investment of at least \$50,000,000.00, but less than \$75,000,000.00, and employs at least 50 employees, it shall receive a 20 percent reduction in its water charges.~~

~~3. If the business makes a capital investment of at least \$25,000,000.00, but less than \$50,000,000.00, and employs at least 25 employees, it shall receive a 15 percent reduction in its water charges.~~

~~4. If the business makes a capital investment of at least \$10,000,000.00, but less than \$25,000,000.00, and employs at least 25 employees, it shall receive a ten percent reduction in water charges.~~

~~e. Nothing in this section shall be construed to allow any business to obtain the reduction in rates set forth in subsections (1)b.1. through (1)b.4. of this section for a period in excess of ten years, and such ten year period is the maximum period during which the reduction in rates shall apply.~~

~~d. Prior to qualifying for the rate reduction set forth in subsections (1)b.1. through (1) b.4. of this section, a business seeking such reduction shall be required to enter into an agreement with the city reciting that the business has met one of the conditions of subsections (1)b.1. through (1)b.4. of this section.~~

(2) Surcharge for excessive wastewater strengths. A sewer service surcharge for excessive wastewater strengths shall be assessed for wastewaters discharging to the sewer system having strengths in excess of the limits scheduled in this subsection:

Wastewater Parameter	Strength Limit (milligrams per liter)
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Biochemical oxygen demand (BOD)	240
Suspended solids	300
Fats, oil and grease	67

The concentrations in excess of the above limits shall be assessed a surcharge based on the following schedule of rates:

Wastewater Parameter	Surcharge Rate (per pound)
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Biochemical oxygen demand (BOD)	\$0.28
Suspended solids	\$0.28
Fats, oil and grease	\$1.05

The surcharge shall be computed from the following formula:

$$S = 0.00624 \times F \times (SRB \times EBOD + SRS \times Ess) + (SRG \times Efog) \text{ where:}$$

S	=	surcharge in dollars
F	=	wastewater flow expressed in 100 cubic feet
SRB	=	surcharge rate for BOD expressed in dollars per pound BOD
SRS	=	surcharge rate for suspended solids expressed in dollars per pound suspended solids
SRG	=	surcharge rate for fats, oil and grease expressed in dollars per pound FOG
EBOD	=	excess BOD concentration, expressed in milligrams per liter, where BOD = BOD concentration, as discharged, less the scheduled strength limit for BOD. If EBOD results in a negative number, a value of zero shall be used for EBOD in the surcharge formula.
Ess	=	excess suspended solids concentration, expressed in milligrams, where Ess = suspended solids concentration, as discharged, less the scheduled strength limit for suspended solids. If Ess results in a negative number, a value of zero shall be used for Ess in the surcharge formula.
Efog	=	excess fats, oil and grease concentration, expressed in milligrams, where Efog = fats, oil and grease concentration, as discharged, less the scheduled strength limit for fats, oils and grease. If Efog results in a negative number, a value of zero shall be used for Efog in the surcharge formula.

All users subject to sewer service surcharge shall, at the request and with the approval of the public works department shall:

- a. Install and maintain a suitable flow measuring device.
 - b. Provide and maintain an accessible sampling manhole in the user's wastewater discharge line or lines.
 - c. Report averages monthly flow, biochemical oxygen demand, suspended solids and any other scheduled parameter, as required. All analytical results shall be made by an approved laboratory.
 - d. Provide instrumentation for and report results of any characteristics of the wastewater which are required in order to be in compliance with this article.
 - e. Provide flow regulation to limit the maximum hourly flow to four times the average 24-hour flow of the individual user.;
- and

WHEREAS, Section 122-235 should be deleted in its entirety as follows:

~~(a) The schedule of minimum sewer service charges is as follows:~~

~~(1) Each customer with a five eighths inch meter whose water consumption is 300 cubic feet or less shall be assessed a minimum monthly charge of \$16.08.~~

~~(2) Each customer with a one inch meter whose water consumption is 670 cubic feet or less shall be assessed a minimum monthly charge of \$35.91.~~

~~(3) Each customer with a one and one half or two inch meter whose water consumption is 1,510 cubic feet or less shall be assessed a minimum monthly charge of \$80.94.~~

~~(4) Each customer with a three inch or larger meter whose water consumption is 2,710 cubic feet or less shall be assessed a minimum monthly charge of \$145.26.~~

~~(b) The minimum rates charged to users of the sewer system outside the corporate limits of the city shall be the same as the rates set forth in subsection (a) of this section.;~~

and

WHEREAS, Section 122-236 should be amended as follows:

~~(a) Single family residences shall be given a 15 percent summer sewer credit during the months of June through September to account for water metered but not actually entering the sewer system due to lawn watering and other uses. This credit shall apply only to those single family residences whose sewer charges are determined solely from the volume of water recorded by their water meters. Single family residences whose sewer charges are determined either by directly measuring that portion of the water supply which serves a lawn sprinkling load or other load not directly connected to the sewer system or by directly measuring wastewater discharged will not receive the automatic summer credit as stated. The credit shall apply to single family residential users both inside and outside the corporate limits of the city.~~

~~(b) A user may, at his own expense, and with the city's approval, install a secondary meter or meters on that portion of his water supply system which serves only his lawn-sprinkling load so as to measure directly the amount of water that does not enter the public sewers, and that user will not receive a summer sewer credit.;~~

and

WHEREAS, Section 122-242 should be deleted in its entirety, as follows:

~~Failure to pay the sewer service charge within 35 days after the due date of the utility statement shall be grounds for terminating all utility service by the serving utility.;~~

and

WHEREAS, Section 122-267 should be amended as follows:

(a) In order to guarantee prompt payment of all amounts due to the city for water, sewer and sanitation services, where applicable, and by way of advance payment for services to be furnished, a deposit shall be required of each applicant for services by meter size. All accounts where payment is made directly by the U.S. government, the state, the county or the city shall be exempt from this section.

~~(1) A deposit of \$100.00 is required when application is made for a residential unit where the consumer customer takes water through a metered service.~~

~~(2) A deposit of \$155.00 is required when application is made for any five-eighths inch meter for commercial purposes.~~

~~(3) A deposit of \$360.00 per inch of meter size is required when application is made for any meters for commercial units in excess of five-eighths inch.~~

~~(b) When the city acquires an existing water system, a deposit shall be required of each consumer of water by meter rate of such system as provided in subsection (a) of this section. However, at the option of the consumer, such deposit may be paid as follows:~~

~~(1) In one payment in the consumer's first bill after the city commences operation of such system; or~~

~~(2) In ten equal monthly installments in the consumer's bill after the city commences operation of such system.~~

~~(e)(b) The city may, upon review of any account, require an increase in the deposit where it appears the current deposit is insufficient to secure payment for service. In such cases the deposit will be increased to an amount equal to at least two times the average of the customer's monthly water usage. Each consumer customer who shall fail to increase his deposit as provided in this subsection after ten days' notice so to do shall be in default, and the consumer customer's water shall be shut off and the service discontinued until such deposit shall be increased as provided in this subsection.~~

~~(d) Deposits shall not be used in automatic settlements of current water bills but shall be applied in payment of past due water bills only in cases where default has been made and the water supply is shut off by reason of such default.;~~

and

WHEREAS, Section 122-268 should be amended as follows:

(a) The rates and amounts required to be paid for consumption per month, exclusive of any applicable sales tax, by customers of the city waterworks department of public works city water and sewer system residing within the city shall consist of the following components:

(1) For all customer classifications:

A. Volumetric rate for water and sewer combined. A flat rate per 100 cubic feet will be charged regardless of the number of feet consumed. An inclining block rate shall be charged for combined water and sewer services based on monthly meter readings as follows:

<u>Up to 30 CCF (22,440 gallons)</u>	<u>\$7.48 per CCF (748 gallons)</u>
<u>From 31 CCF to 100 CCF (74,800 gallons)</u>	<u>\$14.96 per CCF</u>
<u>From 101 CCF to 350 CCF (261,800 gallons)</u>	<u>\$17.45 per CCF</u>
<u>Over 350 CCF</u>	<u>\$19.95 per CCF</u>

B. Volumetric rate for water only or sewer only customers :

Up to 30 CCF (22,440 gallons)	\$3.74 per CCF (748 gallons)
From 31 CCF to 100 CCF (74,800 gallons)	\$7.48 per CCF
From 101 CCF to 350 CCF (261,800 gallons)	\$8.73 per CCF
Over 350 CCF	\$9.98 per CCF

a. ~~The flat rate per 100 cubic feet is \$3.85.~~

b. ~~Notwithstanding subsection (1)a. of this section, any business may pay a reduced volumetric charge for its water as follows:~~

~~1. If the business makes a capital investment of \$75,000,000.00 or more, and either employs at least 75 employees or uses a daily average of 50,000 cubic feet of water, it shall receive a 25 percent reduction in its water charges.~~

~~2. If the business makes a capital investment of at least \$50,000,000.00, but less than \$75,000,000.00, and employs at least 50 employees, it shall receive a 20 percent reduction in its water charges.~~

~~3. If the business makes a capital investment of at least \$25,000,000.00, but less than \$50,000,000.00, and employs at least 25 employees, it shall receive a 15 percent reduction in its water charges.~~

~~4. If the business makes a capital investment of at least \$10,000,000.00, but less than \$25,000,000.00, and employs at least 25 employees, it shall receive a ten percent reduction in water charges.~~

~~c. Nothing in this section shall be construed to allow any business to obtain the reduction in rates set forth in subsections (1)b.1. through (1)b.4. of this section for a period in excess of ten years, and such ten year period is the maximum period during which the reduction in rates shall apply.~~

~~d. Prior to qualifying for the rate reduction set forth in subsections (1)b.1. through (1)b.4. of this section, a business seeking such reduction shall be required to enter into an agreement with the city reciting that the business has met one of the conditions of subsections (1)b.1. through (1)b.4. of this section.~~

(2) Service Availability charge. Service charges are calculated as follows:

a. ~~In addition to the volumetric rate, and meter charge, on all meters using more than 300 cubic feet per month there shall also be a monthly availability service charge of \$11.55, chargeable for each month or part of month that this section is in effect. is based on meter size as follows:~~

A. For customers receiving both water and sewer services:

i. Availability Fee per meter for residential and commercial customer classifications (based on meter size)

<u>Month</u>	<u>Per</u>
5/8-inch meter	\$40
1-inch meter	\$60
1 ½ - inch meter	\$200
2-inch meter	\$320
4-inch meter	\$640
6-inch meter	\$1,280
8-inch meter	\$2,560

ii. Availability fee for SNAP Customer Classification(1" or smaller meter)

\$10 per month

B. For customers receiving either water or sewer services only:

i. Availability Fee per meter for residential and commercial customer classifications (based on meter size)

<u></u>	<u>Per Month</u>
5/8-inch meter	\$20
1-inch meter	\$30
1 ½ - inch meter	\$100

2-inch meter	\$160
4-inch meter	\$320
6-inch meter	\$640
8-inch meter	\$1,280

ii. Availability fee for SNAP Customer Classification (1" or smaller meter)

\$5 per month

~~b. In addition to the service charge in subsection (a)(2)a. of this section, for each meter serving more than one residential unit, there shall be an additional service charge of \$11.55 for each such unit in excess of one. Residential unit means a dwelling complete with normal facilities of habitation intended for long term occupancy including, but not limited to, apartments, condominiums, trailers, separate residential houses, apartment nursing homes, and permanent retirement residences. Garage apartments are expressly excluded from the definition of residential unit.~~

~~(b) The rates to be charged customers residing outside the corporate limits of the city but not more than one mile outside the corporate limits, will be double the rates set forth in subsection (a) of this section.~~

~~(e) Consumers residing more than one mile outside of the corporate limits of the city will be charged a rate as approved by the Mississippi Public Service Commission;~~

and

WHEREAS, Section 122-269 should be amended as follows:

(a) There shall be a monthly charge, chargeable for each month or part of month that this section is in effect, for each fire protection connection as follows:

Item	Charge
Hydrant	\$15.00
6-inch, or less, sprinkler connection	20.00
8-inch sprinkler connection	22.00
10-inch sprinkler connection	24.00
12-inch sprinkler connection	28.00
16-inch sprinkler connection	48.00

~~(b) The rates to be charged consumers residing outside the corporate limits of the city will be double the rates set forth in subsection (a) of this section.~~

~~(c) Each connection owner subject to section 122-42 "Cross connection control shall pay a monthly administrative fee of \$3.00. This administrative fee shall be included in the connection owner's periodic city services bill.;~~

and

WHEREAS, Section 122-270 (a) should be amended as follows:

(a) Services will be discontinued to any patron of the city waterworks department of public works the water and sewer system who fails, neglects, or refuses to pay the amount billed within 35 days of the billing by the date due.; and in the event of nonpayment or delinquency, the commercial customer shall pay the sum of \$50.00, plus sales tax for commercial accounts. The \$50.00 late fee for residential customers shall be eliminated and a \$25.00 reconnect fee shall be instituted. Service

shall not be restored until the current balance is paid in full, or the customer enters in an approved payment plan, and the customer has paid the \$100 reconnection fee.;

and

WHEREAS, Section 122-271 should be amended as follows:

If the water meter fails to register during any month, then the bill for water shall be estimated according to the average ~~amount correctly registered during the three previous months or the same as the first month's reading, after meter is reset, within the discretion of the utility service manager, after ascertaining parallel conditions.~~ volumetric usage for all customers with similar size meters.;

and

WHEREAS, Section 122-272 should be deleted in its entirety, as follows:

~~If the water meter fails to register during any month, then the bill for water shall be estimated according to the average amount correctly registered during the three previous months or the same as the first month's reading, after meter is reset, within the discretion of the utility service manager, after ascertaining parallel conditions.~~

THEREFORE, BE IT ORDAINED as follows:

SECTION 1. Section 122-24 is hereby amended as follows:

- (a) Prohibited. It shall be unlawful for any person, not an employee or representative of the city waterworks, to tamper with or remove any municipal water meter while the water meter is connected to the city water system.
- (b) Penalty for violation of section. A violation of this section shall constitute a misdemeanor and may be punished, upon conviction, according to the provisions of section 1-10.
- (c) In addition to any criminal penalty that may be imposed for violation of this section, the Director of Public Works or their designee may charge the owner of the premises where a meter is, or has been previously, installed a \$500 meter tampering fee.

SECTION 2. Section 122-234 is hereby amended as follows:

In addition to the combined charges for water and sewer in Sections 122-268 & -269, there shall be a surcharge for excessive strength of wastewater. This surcharge shall apply to all users of the city sanitary sewage system, as provided in section 122-232.

Surcharge for excessive wastewater strengths. A sewer service surcharge for excessive wastewater strengths shall be assessed for wastewaters discharging to the sewer system having strengths in excess of the limits scheduled in this subsection:

Wastewater Parameter	Strength Limit (milligrams per liter)
Biochemical oxygen demand (BOD)	240
Suspended solids	300
Fats, oil and grease	67

The concentrations in excess of the above limits shall be assessed a surcharge based on the following schedule of rates:

Wastewater Parameter	Surcharge Rate (per pound)
Biochemical oxygen demand (BOD)	\$0.28
Suspended solids	\$0.28
Fats, oil and grease	\$1.05

The surcharge shall be computed from the following formula:

$$S = 0.00624 \times F \times (SRB \times EBOD + SRS \times Ess) + (SRG \times Efog) \text{ where:}$$

S	=	surcharge in dollars
F	=	wastewater flow expressed in 100 cubic feet
SRB	=	surcharge rate for BOD expressed in dollars per pound BOD
SRS	=	surcharge rate for suspended solids expressed in dollars per pound suspended solids
SRG	=	surcharge rate for fats, oil and grease expressed in dollars per pound FOG
EBOD	=	excess BOD concentration, expressed in milligrams per liter, where BOD = BOD concentration, as discharged, less the scheduled strength limit for BOD. If EBOD results in a negative number, a value of zero shall be used for EBOD in the surcharge formula.
Ess	=	excess suspended solids concentration, expressed in milligrams, where Ess = suspended solids concentration, as discharged, less the scheduled strength limit for suspended solids. If Ess results in a negative number, a value of zero shall be used for Ess in the surcharge formula.
Efog	=	excess fats, oil and grease concentration, expressed in milligrams, where Efog = fats, oil and grease concentration, as discharged, less the scheduled strength limit for fats, oils and grease. If Efog results in a negative number, a value of zero shall be used for Efog in the surcharge formula.

All users subject to sewer service surcharge shall, at the request and with the approval of the public works department shall:

- a. Install and maintain a suitable flow measuring device.
- b. Provide and maintain an accessible sampling manhole in the user's wastewater discharge line or lines.
- c. Report averages monthly flow, biochemical oxygen demand, suspended solids and any other scheduled parameter, as required. All analytical results shall be made by an approved laboratory.
- d. Provide instrumentation for and report results of any characteristics of the wastewater which are required in order to be in compliance with this article.
- e. Provide flow regulation to limit the maximum hourly flow to four times the average 24-hour flow of the individual user.

SECTION 3. Section 122-235 is hereby deleted in its entirety.

SECTION 4. Section 122-236 is hereby amended as follows:

A user may, at his own expense, and with the city's approval, install a secondary meter or meters on that portion of his water supply system which serves only his lawn-sprinkling load so as to measure directly the amount of water that does not enter the public sewers.

SECTION 5. Section 122-242 is hereby deleted in its entirety.

SECTION 6. Section 122-267 is hereby amended as follows:

- (a) In order to guarantee prompt payment of all amounts due to the city for water, sewer and sanitation services, where applicable, and by way of advance payment for services to be furnished, a deposit shall be required of each applicant for

services. All accounts where payment is made directly by the U.S. government, the state, the county or the city shall be exempt from this section. A deposit of \$100.00 is required when application is made for service.

(b) The city may, upon review of any account, require an increase in the deposit where it appears the current deposit is insufficient to secure payment for service. In such cases the deposit will be increased to an amount equal to at least two times the average of the customer's monthly water usage. Each customer who shall fail to increase his deposit as provided in this subsection after ten days' notice so to do shall be in default, and the customer's water shall be shut off and the service discontinued until such deposit shall be increased as provided in this subsection.

SECTION 7. Section 122-268 is hereby amended as follows:

(a) The rates and amounts required to be paid for consumption per month, exclusive of any applicable sales tax, by customers of the city water and sewer system shall consist of the following components:

(1) For all customer classifications:

A. Volumetric rate for water and sewer combined. An inclining block rate shall be charged for combined water and sewer services based on monthly meter readings as follows:

Up to 30 CCF (22,440 gallons)	\$7.48 per CCF (748 gallons)
From 31 CCF to 100 CCF (74,800 gallons)	\$14.96 per CCF
From 101 CCF to 350 CCF (261,800 gallons)	\$17.45 per CCF
Over 350 CCF	\$19.95 per CCF

B. Volumetric rate for water only or sewer only customers:

Up to 30 CCF (22,440 gallons)	\$3.74 per CCF (748 gallons)
From 31 CCF to 100 CCF (74,800 gallons)	\$7.48 per CCF
From 101 CCF to 350 CCF (261,800 gallons)	\$8.73 per CCF
Over 350 CCF	\$9.98 per CCF

(2) Availability charge.

In addition to the volumetric rate, there shall also be a monthly availability charge, chargeable for each month or part of month that is based on meter size as follows:

A. For customers receiving both water and sewer services:

i. Availability Fee per meter for residential and commercial customer classifications (based on meter size)

	Per Month
5/8-inch meter	\$40
1-inch meter	\$60
1 ½ - inch meter	\$200
2-inch meter	\$320
4-inch meter	\$640
6-inch meter	\$1,280
8-inch meter	\$2,560

ii. Availability fee for SNAP Customer Classification (1" or smaller meter)

\$10 per month

B. For customers receiving either water or sewer services only:

i. Availability Fee per meter for residential and commercial customer classifications (based on meter size)

Per Month

5/8-inch meter	\$20
1-inch meter	\$30
1 ½ - inch meter	\$100
2-inch meter	\$160
4-inch meter	\$320
6-inch meter	\$640
8-inch meter	\$1,280

ii. Availability fee for SNAP Customer Classification (1" or smaller meter)

\$5 per month

SECTION 8. Section 122-269 is hereby amended as follows:

(a) There shall be a monthly charge, chargeable for each month or part of month that this section is in effect, for each fire protection connection as follows:

Item	Charge
Hydrant	\$15.00
6-inch, or less, sprinkler connection	20.00
8-inch sprinkler connection	22.00
10-inch sprinkler connection	24.00
12-inch sprinkler connection	28.00
16-inch sprinkler connection	48.00

SECTION 9. Section 122-270 (a) is hereby amended as follows:

(a) Services will be discontinued to any patron of the city water and sewer system who fails, neglects, or refuses to pay the amount billed by the date due. Service shall not be restored until the current balance is paid in full, or the customer enters in an approved payment plan, and the customer has paid the \$100 reconnection fee.

SECTION 10. Section 122-271 is hereby amended as follows:

If the water meter fails to register during any month, then the bill for water shall be estimated according to the average volumetric usage for all customers with similar size meters.

SECTION 11. Section 122-272 is hereby deleted in its entirety.

SECTION 12. The Municipal Clerk shall cause this ordinance to be publish.

SECTION 13. This ordinance shall be effective one month after passage and upon publication.

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

Yeas – None.

Nays – Banks, Clay, Foote, Grizzell, Hartley and Lindsay.

Absent – Stokes.

Note: Said item failed for a lack of a majority vote.

**ORDER APPROVING CLAIMS NUMBERED 31673 to 31766 APPEARING AT
PAGES 339 TO 395 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF**

**CLAIMS," IN THE AMOUNT OF \$5,329,252.20 AND MAKING
APPROPRIATIONS FOR THE PAYMENT THEREOF.**

IT IS HEREBY ORDERED that claims numbered 31673 to 31766 appearing at pages 339 to 395, inclusive thereon in the Municipal "Docket of Claims," in the aggregate amount of \$5,329,252.20 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	\$1,532,124.84
TECHNOLOGY FUND	\$13,576.62
PARKS & RECR. FUND	\$57,095.47
LANDFILL/SANITATION FUND	\$1,755,512.50
FIRE PROTECTION	\$44,700.00
STATE TORT CLAIMS FUND	\$8,930.00
EMPLOYEES GROUP INSURANCE FUND	\$229,689.99
PAYROLL FUND	\$196.45
HOUSING COMM DEV ACT (CDBG) FD	\$40,074.32
H O P W A GRANT – DEPT. OF HUD	\$82,378.98
TRANSPORTATION FUND	\$287,756.74
JXN CONVENTION & VISITORS BUR	\$856,637.19
HAIL DAMAGE MARCH 2013	\$3,743.00
P E G ACCESS – PROGRAMMING FUND	\$9,473.97
MHC BLIGHT ELIMINATION PROGRAM	\$11,291.68
COVID – 19 RESPONSE FUND	\$2,198.07
MODERNIZATION TAX	\$45,993.91
PLANNING AND DEV GRANTS	\$6,577.60
ZOOLOGICAL PARK	\$9,168.76
LIBRARY FUND	\$203,200.50
FIRE GRANTS	\$7,082.00
BELHAVEN COMMUNITY IMPROVEMENT	\$96,605.59
2022 CRIME GUN INTEL GRANT	\$2,744.02
GF SIEMENS SETTLEMENT ACCOUNT	\$22,500.00
TOTAL	<u>\$5,329,252.20</u>

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

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

Thereafter, **President Lindsay**, called for a vote of said item.

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

Nays – Foote.

Absent – Stokes.

**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL
DEDUCTION CLAIMS NUMBERED 31579 TO 31672 AND MAKING
APPROPRIATION FOR THE PAYMENT THEREOF.**

IT IS HEREBY ORDERED that payroll deduction claims numbered 31579 to 31672 inclusive therein, in the Municipal "Docket of Claims," in the aggregate amount of \$96,007.53 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		\$2,672,397.85
PARKS & RECR FUND		\$91,816.06
LANDFILL FUND		\$24,224.85
SENIOR AIDES		\$3,581.78
WATER/SEWER OPER & MAINT		\$45,716.16
PAYROLL	\$96,007.53	
HOUSING COMM DEV		\$2,790.88
TITLE III AGING PROGRAMS		\$6,305.23
TRANSPORTATION FUND		\$13,998.62
PEG ACCESS-PROGRAMMING FUND		\$2,497.71
2020 SAKI GRAND DOJ		\$7,543.40
ZOOLOGICAL PARK		\$28,236.55
NLC-MUNICIPAL REIMAGINING COMM		\$4,142.69
TOTAL		\$2,903,251.78

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

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

ORDER AUTHORIZING THE PAYMENT OF THE SUM OF \$8,000.00 TO RASHAD CASTON AS REIMBURSEMENT FOR MONIES PAID FOR A 2017 INFINITI VEHICLE BEARING THE VEHICLE IDENTIFICATION NUMBER JNIEV7AP2HM739065 RETRIEVED BY THE JACKSON POLICE DEPARTMENT ON MAY 9, 2024, AFTER THE PURCHASE AT AUCTION.

WHEREAS, an auction of lost, stolen, and abandoned property recovered by the Jackson Police Department was held on August 6, 2022; and

WHEREAS, RaShad Caston attended the auction and understood that a 2017 Infiniti Q50 vehicle bearing the vehicle identification number JNIFV7AR2HM872091 was being sold to him for the sum of \$8,000.00; and

WHEREAS, Section 21-39-21 of the Mississippi Code allows for the disposal of lost, stolen, and abandoned property by sell at a public auction provided a notice containing an accurate and detailed description of the property is posted in three (3) public places and the mailing of notice to known owners; and

WHEREAS, subsequent to the auction, RaShad Caston discovered that he received a 2017 Infiniti vehicle bearing the vehicle identification number JNIEV7AP2HM739065 instead of the vehicle identification number JNIFV7AR2HM872091; and

WHEREAS, the requirements of Section 21-39-21 of the Mississippi Code regarding the auctioning and sell of the 2017 Infiniti vehicle bearing the identification number JNIEV7AP2HM739065 was not met; and

WHEREAS, on May 9, 2024, the Jackson Police Department retrieved from RaShad Caston, the 2017 Infiniti vehicle bearing the vehicle identification number JNIEV7AP2HM739065; and

WHEREAS, no monies were tendered to RaShad Caston at the time the Jackson Police Department retrieved the 2017 Infiniti vehicle from RaShad Caston; and

WHEREAS, the Jackson Police Department's retrieval of the 2017 Infiniti vehicle was not improper considering the requirements of Section 21-39-21 of the Mississippi Code had not been met concerning the sale and disposal of the vehicle; and

WHEREAS, the \$8,000.00 paid by RaShad Caston at the auction on August 6, 2022 should be reimbursed based upon the Jackson Police Department's retrieving of the vehicle improperly sold at the auction.

IT IS, HEREBY ORDERED that the sum of \$8,000.00 may be paid by the Jackson Police for the purpose of reimbursing RaShad Caston for the vehicle improperly sold at the auction.

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

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

Nays – None.

Absent – Stokes.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI'S POLICE DEPARTMENT AND THE FLOCK GROUP, INC. FOR THE FLOCK SAFETY RAVEN FOR AUDIO DETECTION OF CRIME INDICATORS.

WHEREAS, Miss. Code Ann. § 21-17-5 states that the governing authorities of every municipality 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 City of Jackson Police Department (JPD) is committed to enhancing its collection of evidence to reduce crime for the safety and well-being of its citizens; and

WHEREAS, the JPD endeavors to continue to address the prevalence of violence in support of its Investigative Services Bureau and, in furtherance of such, seeks to obtain machine-learning audio detection of crime indicators that includes—but is not limited to—gunshots, metal sawing/sawzall (i.e. for catalytic converter theft), and human distress signals (i.e. screaming) while combining other distinctive sounds (e.g. tire screeching or loud impacts) to enable the detection of major incidents (i.e. severe car crashes) that require emergency response; and

WHEREAS, machine-learning audio detection that classifies crime indicators is a noncompetitive item available from one (1) source only: Flock Group Inc., 1170 Howell Mill Rd, Suite 210, Atlanta, GA 30318. Flock's proprietary machine-learning algorithms detect all sounds, classify the sounds as crime indicators, and send real-time alerts to the appropriate end-users (customizable by JPD) based on JPD's tailored thresholds for specific operations so that appropriate personnel can respond. Flock's proprietary machine-learning algorithm for audio detection of crime indicators meets sole-source requirements, and, in accordance with Miss. Code Ann. § 31-7-13(m)(viii), the governing authority finds and certifies the conditions and circumstances requiring audio detections of crime indicators from a sole-source provider; and

WHEREAS, Flock has offered a 180-day, no-cost, no commitment, unconditional opt-out project trial period ("Project Prove It"), where Flock will install and implement the audio detections of crime indicators solution for coverage if identified areas in the City of Jackson; and

WHEREAS, should the audio detections of crime indicators meet the JPD's needs, after the 180-day project trial period, Flock has proposed an annual Agreement term of twelve (12) months for a sum of \$125,000.00 prepaid annually and renewable for an additional twelve (12) month period for \$125,000.00, for a total contract cost of \$250,000.00; and

WHEREAS, after the 180-day trial period, the full Agreement shall be effective, and shall run for the period of one (1) year beginning on the date after the 180-day trial period has ended; and

WHEREAS, the Agreement contemplates payments are made in accordance with Miss. Code Ann. § 31-7-305. Any provisions to the contrary are null and void; and

WHEREAS, the Agreement permits an annual recurring payment for a renewal for an additional twelve (12) months for a fee of \$125,000.00; and

WHEREAS, the hardware is owned by Flock and Flock alone will provide technical support; and

WHEREAS, the terms of this Agreement are to the extent permitted under Mississippi law; and

WHEREAS, should the JPD enter into a full Agreement with payment after the 180-day no-cost trial period has ended, the JPD has sufficient funding for this expenditure in its budget.

THEREFORE, IT IS HEREBY ORDERED that the Mayor is authorized to execute the Agreement with Flock Group Inc. for the initial 180-day no-cost, no-obligation term under “Project Prove It,” and, should Flock meet the JPD’s needs, after the 180-day trial term, the JPD is authorized to remit payment in the amount of \$125,000.00 for a term of twelve (12) months with an automatic renewal of an additional twelve (12) months for \$125,000.00, a total two (2) year contract term with a total cost of \$250,000.00.

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

President Lindsay recognized **Joseph Wade, Chief of the Jackson Police Department**, who provided a brief overview of said item.

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

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

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

ORDER RATIFYING AND AUTHORIZING THE CITY OF JACKSON, MISSISSIPPI FIRE DEPARTMENT PAYMENT FOR THE GETAC, INC. SUBSCRIPTION RENEWAL FOR THE YEARS 2023 AND 2024.

WHEREAS, Miss. Code Ann. § 21-17-5 states that the governing authorities of every municipality 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, on January 19, 2021, the governing authorities for the City of Jackson accepted the bid through RFP Procurement Bid (by and through Howard Technology Solutions, a combination bid of hardware and cloud services) from GETAC Video Solutions, whose address is 15495 Sand Canyon Ave, Suite 350, Irvine CA 92618, to provide thirty-five (35) Getac Video Solutions equipment and software to enhance the response time for the Jackson Fire Department (JFD) and to enable transparency to provide the JFD with monthly, unlimited cloud support and maintenance services to provide electronic records, data collection, case management, and data entry software system used to record and store footage on all fire apparatuses. Only one bid was received; and

WHEREAS, the action of the governing authorities is recorded in Minute Book 6S at page 437-38; and

WHEREAS, the RFP quoted thirty-five (35) units for \$16,625.00 (bid line item #14). However, there were only twenty-nine apparatuses (29) installed with the GETAC cloud services. JFD received two (2) amended invoices from GETAC for the subscription renewal for 2023 (Invoice #IV-6022066, dated 03/28/2025 in the amount of \$13,224.00) for the actual twenty-nine (29) apparatuses with GETAC cloud services and 2024 (Invoice #IV-6022025, dated 08/16/2024 in the amount of \$13,224.00) for the actual twenty-nine (29) apparatuses with GETAC cloud services; and

WHEREAS, the JFD recommends the governing authority ratify the invoices and authorize payments. The cloud services obtained from GETAC were lawful and for a proper municipal purpose and the City of Jackson's interests would be best served by payment of the invoices because payment will ensure that future goods and services can be procured; and

WHEREAS, the JFD has sufficient funding to pay the previous year's invoices (2023, 2024) in its General Fund.

IT IS, THEREFORE ORDERED AND HEREBY RATIFIED that GETAC 2023 Invoice #IV-6022066, dated 03/28/2025 in the amount of \$13,224.00 and 2024 Invoice #IV-6022025, dated 08/16/2024 in the amount of \$13,224.00 is ratified and approved and shall be paid.

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

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

Nays – None.

Absent – None.

ORDER AMENDING PREVIOUSLY APPROVED RECREATION TRAILS GRANT PROJECT AGREEMENT BETWEEN THE CITY AND THE MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS TO EXTEND THE DEADLINE OF SAID PROJECT TO MAY 31, 2025, FOR IMPROVEMENTS TO THE KART TRACK LOCATED AT BUDDY BUTTS PARK.

WHEREAS, on May 10, 2022, the Jackson City Council approved the City executing recreation trails grant project agreement with the Mississippi Department of Wildlife, Fisheries, and Parks (MSDWFP) to make several improvements to the kart track located at Buddy Butts Park; and

WHEREAS, the overall cost of the project is Two Hundred Ninety-Eight Thousand Six Hundred and Fifty-Two Dollars and Fifty Cents (\$298,652.50). The City was required to contribute twenty percent (20%) of the overall cost of the project which totals Fifty-Nine Thousand Seven Hundred and Thirty Dollars and Fifty Cents (\$59,730.50). This agreement commenced on March 1, 2022, and ended on June 30, 2024. MSDWFP has informed the Parks and Recreation Department that it will allow the City to extend the deadline until May 31, 2025; and

WHEREAS, the improvements to the kart track include: widening, resurfacing, and fencing the track; and

WHEREAS, the Department of Parks and Recreation requests that the governing authorities approve the City executing the amended agreement so that the agreement expires on February 25, 2025. Parks and Recreation also requests that the contact information section contained in the previous agreement be amended so that Dr. Abraham Muhammad is listed as the Director of the Parks and Recreation Department; and

WHEREAS, the Department of Parks and Recreation requests that the governing authorities approve the City executing another amended agreement so that the agreement expires on May 31, 2025; and

WHEREAS, it is in the best interests of the City that the previously approved agreement discussed above be amended to extend the project deadline to May 31, 2025.

IT IS, THEREFORE, ORDERED that the previously approved agreement discussed in this order shall be again amended to show that the new project deadline is May 31, 2025.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute and submit any agreements and/or documents that might be necessary to effectuate this order.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RENT ADJUSTMENT AMENDMENT FURNISHED BY THE BOARD OF TRUSTS OF THE JACKSON PUBLIC SCHOOL DISTRICT CONCERNING THE LEASE OF PARCEL NUMBER 729-1-3 LOCATED ON WATKINS DRIVE AND FURTHER AUTHORIZING PAYMENT OF ANY RENTS DUE.

WHEREAS, on August 15, 2010, former Mayor Harvey Johnson, Jr., executed an agreement with the Jackson Public School District for the leasing of sixteenth section lands located in the First Judicial District of Hinds County, Mississippi; and

WHEREAS, the lease was recorded with the Hinds County Chancery Clerk on or about April 18, 2011 in Book 7119 at Page 401 and also Book 0403 at Page 412; and

WHEREAS, Paragraph 3 of the lease specifies the lease term as 20 years which commenced at noon on June 1, 2008 and expires at noon on June 1, 2028; and

WHEREAS, Paragraph 7 of the lease contains a provision related to the adjustment of rent on the fifth, tenth, and fifteenth anniversary dates of the commencement of the lease; and

Whereas, the fifteen (15th) year anniversary of the commencement of the lease arose at noon on June 1, 2023; and

WHEREAS, Paragraph 7 of the lease requires the Jackson Public School District to cause the property to be reappraised six months before or six months after the rental adjustment date; and

WHEREAS, the Jackson Public School District had the subject property reappraised by Appraisal Research Company, LLC in accordance with Paragraph 7 of the lease; and

WHEREAS, the appraiser concluded that the fair market rental for land if vacant and unencumbered by the lease was determined to be \$25,000.00 per year; and

WHEREAS, notice of the results of the appraisal and a rent adjustment amendment was received on June 5, 2024; and

WHEREAS, there was no change in the fair market rental resulting from the appraisal; and

WHEREAS, the rent adjustment amendment submitted by the Jackson Public School District contains language indicating that the rent remained at \$25,000 and was due on June 1, 2023 with a like amount becoming due on the same day of each year of the remaining lease term; and

WHEREAS, the rent adjustment amendment contains language indicating that remedies for any presently existing event of default are not waived; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to execute the rent adjustment amendment and paying any rents due; and

WHEREAS, the best interest of the City of Jackson would also be served by ensuring that a copy of the lease recorded with the Hinds County Chancery Clerk is also recorded in the minutes of the governing authorities for the City of Jackson; and

WHEREAS, the best interest of the City of Jackson would also be served by ensuring that a copy of the rent adjustment amendment is also recorded in the minutes of the governing authorities.

IT IS, THEREFORE, ORDERED that the mayor shall be authorized to execute the rent adjustment amendment.

IT IS, THEREFORE, ORDERED that any annual rents due pursuant to the terms of the lease and rent adjustment amendment may be paid. Rent payments may not exceed the sum of \$25,000.00 annually and must be due under the terms of the lease and rent adjustment amendment.

IT IS, THEREFORE, ORDERED that a copy of the lease recorded with the Hinds County Chancery Clerk and the rent adjustment amendment when executed shall be recorded in the minutes along with this order.

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1292735

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LEASE AGREEMENT

SIXTEENTH SECTION LANDS
FIRST JUDICIAL DISTRICT OF
HINDS COUNTY, MISSISSIPPI

APR 18 2011

THIS Lease Agreement is executed by and between **THE BOARD OF TRUSTEES OF THE JACKSON PUBLIC SCHOOL DISTRICT** (Lessor), 662 South President Street, Jackson, Mississippi 39201, and **THE CITY OF JACKSON, MISSISSIPPI** (Lessee), 219 South President Street, Jackson, Mississippi 39201, according to the following terms and provisions:

1. **Covenant.** As an inducement to the making of this lease, Lessee covenants and warrants that Lessee, as the holder of the prior lease on the premises herein described, is the sole party having any claim provided by law to a renewal or extension of such prior lease. Lessor shall have the option of terminating this lease upon discovery of the breach of the foregoing covenant.
2. **Leased Lands.** Lessor does hereby lease and rent unto Lessee, upon the terms and conditions herein stated, a parcel of land located in the Jackson Public School District, First Judicial District of Hinds County, Mississippi, as described in Exhibit "A" attached hereto containing 13.11 acres more or less, but subject to all existing easements.
3. **Term.** This lease is for a term of 20 years, beginning at noon on June 1, 2008 and expiring at noon on June 1, 2028. Provided, however, Lessee shall have the option, exercisable annually, of terminating this lease effective as of any anniversary date. This option may be exercised by notice in writing given no later than April 1 of any year specifying termination on the following June 1. Time is of the essence with respect to giving the written notice by April 1 of any year.
4. **Rent.** Lessee agrees to pay each year the sum of \$25,000.00 as annual rent in advance

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for the term hereof, subject to rent adjustments as hereafter provided. The amount of annual rent has been determined by appraisal, less improvements on the property, as shown by the appraiser's letter report attached hereto as Exhibit "B". The first annual payment has been made with the execution hereof, and a like amount, subject to adjustment, shall be due and payable on each anniversary date.

5. Use Restrictions. The leased premises may be used only for those purposes permitted in a Commercial District (including all subdivisions of a Commercial District) according to zoning ordinances of the City of Jackson, Mississippi, from time to time in effect. All applicable zoning requirements and restrictions shall otherwise apply. No part of the leased premises shall be used (i) as a massage parlor or (ii) as a place where public nudity or prostitution occurs or (iii) as an adult arcade, adult bookstore, adult cabaret, adult entertainment establishment, adult motel or adult motion picture theater. In the event of any question or controversy over the meaning of any of the foregoing terms, Lessor shall have the right to invoke the definitions contained in the ordinances of the City of Jackson, Mississippi, as presently in effect or the definitions in any subsequent ordinances, as Lessor may elect, and such definitions shall be binding on Lessee.

6. Recording. Lessor will deliver this lease to the Chancery Clerk of Hinds County for recording, and Lessee has herewith delivered to Lessor a check in the sum of \$22.00 payable to such Chancery Clerk as recording fees.

7. Rent Adjustment. (*) The fifth, tenth and fifteenth anniversary dates of the commencement of this lease shall be the effective dates for rental adjustments, and on such dates the amount of annual rental due and payable hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the leased premises. Lessor shall, within six months before or six months after each rental adjustment date, cause the subject property to be

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reappraised and a redetermination made of the annual fair market rental amount. The reappraisal shall be made pursuant to the terms of the Mississippi Code of 1972, § 29-3-59, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall establish a reasonable current percentage of return on real estate investments for the purposes of determining annual fair market rental. Such percentage shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by statute then in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure.

(b) Should the Statutory Procedure result in an increase in rent over the amount previously due, Lessee by notice in writing given to Lessor within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the leased property (the "Alternate Procedure") as follows:

(1) Lessee may provide an appraisal by an appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on (i) the fair market value of the land unencumbered by this lease and (ii) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of Lessee's appraiser shall be delivered to Lessor within 45 days after the date on which Lessor gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE

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RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.

(2) The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of Lessee's appraiser, the two appraisers within such 10 day period shall each submit the names of three appraisers having the qualifications hereafter described who practice primarily in the Jackson metropolitan area to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria. In the absence of a common name from the second submittal, or if the review appraiser selected from the second submittal shall decline to serve, then a review appraiser shall be selected by lot from three names submitted by each appraiser of qualified appraisers whose primary practice is outside the Jackson metropolitan area (and not necessarily within the State of Mississippi).

(3) The review appraiser shall review and analyze the two appraisal reports and, if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions or additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.

(4) The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by Lessor and Lessee as the current fair market rental value of

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the leased premises unless Lessor shall determine, for good cause shown, that the rent amount determined by the review appraiser is manifestly incorrect.

(c) If Lessee requests the Alternate Procedure, Lessee shall pay all fees and expenses of Lessee's appraiser, the review appraiser and any additional charges of Lessor's appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.

(d) The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.

(e) The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.

(f) The rent adjustment procedures will not delay the due date of rent at the existing annual rate nor affect Lessor's right to declare a default if such rent is not timely paid nor alter Lessee's obligation to pay late charges and interest at the Default Rate (as hereafter defined) if rent at the existing rate is not paid when due. The amount of rent paid at the existing rate shall be credited to rent due under these rent adjustment procedures.

(g) Lessee's appraiser and the review appraiser must be members of the same organization of appraisers as Lessor's appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If Lessor's appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and Lessee's appraiser

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must hold the same or a higher designation as held by Lessor's appraiser.

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(h) Upon conclusion of the rent adjustment process, Lessor shall submit to Lessee an amendment to this Lease establishing the amount of annual rent payable until the next rent adjustment date or until the end of the lease term, as appropriate. Within fifteen days after receipt of the amendment, Lessee shall return the amendment to Lessor fully executed and in proper form for recording.

8. Assignments. Neither this lease nor any rights granted herein or conferred by law with respect to this lease may be assigned in whole or in part nor may all or any part of the leased premises be sublet without Lessor's prior permission in writing, which permission shall not be arbitrarily withheld. An assignment or sublease shall include any use of the leased premises or part thereof by a person or entity other than Lessee whether by license, easement or other form of consent or agreement. In the absence of such prior written approval, no assignee or sublessee shall have any rights whatever under this lease notwithstanding that Lessor has knowledge of the transaction and has not declared a default. As a condition to the approval of any assignment or sublease, Lessor may in its sole discretion require guaranties of individuals or entities having an interest in the transaction and Lessor may require participation in any payment or increase in rent given as consideration for an assignment or sublease. As a further condition to the approval of any assignment, Lessor may require an agreement by the proposed assignee to assume and become liable for all obligations contained in this lease to be paid or performed by the Lessee, or Lessor may require a proposed assignee to enter into a new lease with Lessor containing the current provisions for sixteenth section leases. Lessee shall remain liable for performance of all obligations under this lease unless the approval by Lessor expressly releases Lessee from such obligations.

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9. Mortgage Transactions. The preceding restrictions on assignments of this lease shall not apply to and no prior approval of Lessor shall be required for (a) a mortgage of the leasehold estate, (b) a foreclosure or an assignment of the leasehold estate to the mortgagee in lieu of foreclosure or (c) a transfer by a mortgagee who has acquired the leasehold estate and such transfer occurs within a reasonable period of time commensurate with liquidation of the asset. However, any person acquiring the leasehold estate by any of the above means shall be obligated, within 10 days thereafter, to provide Lessor with a copy of the assignment. No mortgagee shall be deemed to have assumed and no mortgagee shall be personally obligated to perform any of Lessee's obligations under this lease which accrued prior to acquisition of the leasehold estate, provided that this limitation on personal liability shall not diminish the rights and remedies otherwise available to Lessor in the event of a default nor the right of a mortgagee to cure defaults as herein provided. A mortgagee, having acquired the leasehold estate through foreclosure or assignment in lieu of foreclosure, shall be liable for performance of all obligations of the Lessee which accrue during the period the mortgagee has ownership of the leasehold estate, and any rent payment which becomes due during such period shall be paid in full and not prorated. Nothing contained in this lease or in any mortgage shall release Lessee from the full and faithful performance of Lessee's obligations under this lease or from any liability for non-performance or constitute a waiver of any right of Lessor against Lessee. The term "mortgage" as used in this paragraph means any mortgage, deed of trust, collateral assignment or other transfer or pledge of this lease as security for an indebtedness of Lessee; and the term "mortgagee" means the holder of the indebtedness to whom or for whose benefit this lease has been mortgaged or pledged as security.

10. Use of Improvements. (a) Upon expiration or termination of this lease, unless

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extended or renewed, all improvements shall become the property of Lessor. Lessee may freely alter, remodel or add additional improvements, provided that Lessee is in full compliance with all terms and provisions of this lease, but no building shall be removed without Lessor's prior written consent. Lessee agrees to keep all structures in a good state of repair, reasonable wear and depreciation excepted, unless the casualty damage provisions hereof are applicable.

(b) Within 30 days after the termination or expiration hereof, Lessee may remove materials, equipment, trade fixtures, playground and park equipment and similar property installed or furnished by Lessee at its expense provided that no event of default or event which, with the giving of notice or lapse of time or both, would constitute an event of default shall have occurred and is continuing. Even though installed by Lessee at its expense, such property may not be removed if such property is an integral part of the building, the removal of which would affect the usefulness of the building by subsequent tenants. Lessee agrees to leave the leased premises in good condition, suitable for immediate occupancy by others.

(c) Lessee shall be solely responsible during the term of this lease to assure that present or future improvements on the leased premises are in compliance at all times with the applicable provisions of the Americans with Disabilities Act of 1990, as amended from time to time, and all regulations promulgated pursuant thereto, and with any other laws, regulations or ordinances which prescribe the condition of buildings and adjoining areas.

(d) By notice in writing to Lessee given within 90 days before expiration of this lease, Lessor may require Lessee to remove all or any designated portion of the improvements upon a determination that the same are not readily acceptable for leasing in the general market. If this lease is terminated by reason of default, Lessor's notice to remove improvements shall be included

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in a notice of termination. Within 90 days after the giving of notice, Lessee shall remove all such improvements, all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the leased premises to a condition suitable for construction, use and occupancy by others.

11. Abandoned Property. Without waiver of any rights or remedies available to Lessor at law or in equity, it is agreed that any personal property remaining on the leased premises longer than 30 days after expiration or termination of this lease shall be deemed abandoned, and Lessee shall have no further interest therein. Lessor in its sole discretion may dispose of the abandoned property in any manner Lessor deems appropriate and may retain the net proceeds of any sale. Lessee shall be liable for all costs of removal and disposal less the net proceeds of sale, if any.

12. Casualty Loss. In the event any building is destroyed or damaged by fire or other casualty, Lessee agrees to:

(a) Restore the building to at least as good condition as existed prior to the casualty;

or

(b) Substitute a suitable structure as Lessee may require during the remaining portion of the lease term; or

(c) Remove damaged buildings, including foundations, and restore the land to a condition suitable for further construction after this lease term.

Such action shall be commenced promptly after the casualty and diligently completed.

13. Appearance. Within 90 days after the commencement of the term of this lease, Lessee shall complete the removal of all abandoned property, trash, junk and debris from the leased premises. At all times throughout the term hereof Lessee shall maintain the leased premises free of

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abandoned property, trash, junk and debris.

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14. Insurance. (a) Lessee shall keep all improvements insured against fire and casualty losses, with an extended coverage endorsement, throughout the term hereof with a replacement cost policy and shall provide Lessor with current certificates that the required insurance is in effect and will not be canceled without 30 days prior notice to Lessor. Lessor shall be named in the policy as an additional insured. All insurance proceeds received shall be held jointly by Lessor and Lessee and applied first to the performance of Lessee's obligations expressed in this lease pertaining to damage to or destruction of buildings by fire or other casualty.

(b) Lessee shall provide and maintain throughout the term of this lease a policy of commercial general liability insurance insuring Lessee against liability for bodily injury, property damage (including loss of use of property), personal injury and death arising out of the operation, use or occupancy of the leased premises and shall provide Lessor with a current certificate that the required insurance is in effect. The Lessee is self-insured, and maintains insurance coverage pursuant to the Mississippi Torts Claims Act, §11-46-17 of the Mississippi Code Annotated (1972). The amount of such insurance shall be in accordance with provisions set forth in the Mississippi Torts Claims Act, §11-46-17 of the Mississippi Code Annotated (1972), which is consistent with liability insurance limits carried or maintained by municipal operators of similar properties of like kind and use. Lessee's Certificate of Insurance is attached hereto as Exhibit "C", and incorporated herein in its entirety by reference.

15. Environmental. Lessee makes the following covenants regarding environmental laws and regulations.

(a) Lessee will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the leased premises or transport to or from the leased premises

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hazardous substance or pollutant (as either may be defined by any present or future laws or regulations of any governmental authority or by any administrative or judicial decisions) or any solid wastes and will not allow any other person to do so except in minor amounts under conditions permitted by applicable laws and regulations. Lessee shall dispose of all solid, liquid or gaseous wastes, both hazardous and non-hazardous, in compliance with all applicable laws, regulations and administrative or judicial decisions.

(b) Lessee shall keep and maintain the leased premises in compliance with and shall not cause or permit the leased premises to be in violation of any environmental laws or regulations nor any laws or regulations pertaining to the disposal of solid, liquid or gaseous wastes, both hazardous and non-hazardous.

(c) Lessee shall give prompt written notice to Lessor of:

(1) any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the leased premises or the migration thereof from or to other property;

(2) all claims made or threatened by any third party against Lessee or the leased premises relating to any solid wastes or hazardous substance; and

(3) Lessee's discovery of any occurrence or condition that would cause the leased premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the leased premises under any environmental or solid waste disposal law, regulation, ordinance or ruling.

(d) Lessee shall have first and primary responsibility for any remediation resulting from violation of the environmental provisions of this lease and shall expend such funds as may be

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necessary to comply with such provisions or with any requirements of law. Without limitation on the foregoing, Lessee shall be responsible for any and all loss, damage, costs or liability (including legal fees) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, discharge, disposal or presence of a hazardous substance or pollutant on, under or about the leased premises or any solid, liquid or gaseous wastes not disposed of according to law including, without limitation, the costs of any required or necessary repair, cleanup or detoxification of the leased premises and the implementation of any remedial or required plans.

16. General Duties of Lessee. Lessee agrees:

- (a) To comply with all laws and ordinances applicable to the use of the property including, without limitation, laws and regulations pertaining to accessibility by handicapped persons.
- (b) To allow inspection of the leased premises during normal business hours by any person responsible for management or supervision of the property or this lease acting in their official capacity.
- (c) To perform all obligations herein expressed in a prompt fashion, without notice or demand.
- (d) To pay reasonable attorneys' fees and expenses incurred by Lessor if Lessor retains the services of legal counsel to (i) seek termination of this lease, (ii) pursue the cure of any default hereunder or (iii) enforce any provisions herein contained.
- (e) To pay a late charge equal to 4 percent of the amount of rent past due for more than 30 days and thereafter to pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to

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five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which the Lessor is located, calculated according to the actuarial method.

(f) To surrender the leased premises upon termination or expiration of this lease, with improvements to be in the condition as herein specified.

(g) To provide Lessor, at each rental adjustment date, written certification by Lessee or an officer of Lessee of compliance with the provisions of this lease pertaining to environmental matters.

(h) To maintain the leased premises at all times in a clean, neat and orderly manner, free of waste materials, and to keep grass and other vegetation clipped.

(i) If Lessee consists of more than one person or entity, to be jointly and severally liable for the prompt performance of all Lessee's obligations contained in this lease.

17. Default. Any one of the following events shall constitute grounds for immediate default of this lease, at Lessor's option, without notice or demand:

(a) Failure to make payment of rent within thirty (30) days after the due date thereof.

(b) Any full or partial assignment or sublease in violation of the provisions hereof.

In the event of Lessee's breach of any other covenant or obligation herein expressed, Lessee shall be entitled to notice in writing of the breach and shall have thirty (30) days after notice has been given to cure or correct the same. Upon failure to do so, Lessor shall have the option to declare this lease in immediate default. Lessor's failure to assert any grounds for default shall not be deemed a waiver of the right to do so at any time.

18. Remedies. In the event of Lessee's breach of any obligation herein expressed and

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such default is not corrected within the time allowed, if any, then Lessor, having declared this lease in default, shall have the following rights and may exercise any one or more of the following remedies in addition to such other rights, remedies, and liens as may be allowed at law or in equity:

(a) Lessor may declare this lease terminated and may then enter upon and take possession of the leased premises.

(b) Lessor may permit this lease to remain in force but shall have, at its option, the immediate right of re-entry and possession.

(c) Regardless of whether Lessor elects to terminate this lease or to continue the same in force, Lessor may at its option: (1) declare all rent for the remaining term of this lease to be immediately due and payable at the rate and amount in effect when the default occurred; or (2) collect all sums due under this lease in intervals as they accrue. In either event, Lessee shall be liable therefor with interest at the Default Rate.

(d) Lessor, after having regained possession of the leased premises, shall be obligated to seek another tenant for the leased premises, utilizing the same kind and degree of effort as Lessor then employs in seeking tenants for its other sixteenth section properties available for lease. Lessor may select a subsequent tenant or allow such uses to be made of the property as Lessor in its sole discretion may consider to be in the best interests of Lessor. Any subsequent lease may be granted for such term of years (which may extend beyond the term of this lease) and may contain such other provisions in compliance with then applicable law as Lessor in its sole discretion may consider to be in the best interests of Lessor. Lessee shall be entitled to a credit for the amounts actually received by Lessor pursuant to any such subsequent lease, but not beyond the term hereof, less reasonable expenses incurred by Lessor in insuring, repairing and maintaining the property and complying with

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the environmental covenants contained in this lease and less broker's commissions, advertising costs and all other expenses associated with the reletting and incurred from time to time. The potential availability of such credit shall not prevent Lessor from reducing to judgment and collecting all sums provided for in this lease to be paid by Lessee by reason of default.

(e) Lessor may require specific performance of Lessee's obligations with respect to condition of the leased premises or may hold Lessee liable for the cost of performing such obligations or for damages resulting from non-performance.

(f) Lessor may collect and retain all rents and other funds due Lessee from subtenants or others having rights in the leased premises, and Lessee hereby assigns such funds to Lessor until all defaults have been cured. Lessee authorizes Lessor to give written notice of this assignment to any such subtenant or other person owing funds to Lessee. Such persons are authorized and directed to make payments directly to Lessor upon receipt from Lessor of a statement that Lessee is in default under this lease accompanied by a demand for such payment. Any person who remits funds to Lessor in reliance on such notice and demand shall be fully protected, and Lessee shall make no claim on such person to the extent of the payments to Lessor.

(g) Lessor shall have the right (but no obligation unless otherwise expressly provided) to notify the holder of any mortgage or other security interest in the leasehold estate that a default has occurred.

All references in this paragraph to the balance or remaining term of this lease shall mean the anniversary date next following the date on which Lessee or Lessor has timely declared this lease terminated.

19. Lessor's Right to Cure Default. (a) The benefits of this section may be claimed by

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any lending institution or other person who has loaned funds to Lessee and has secured the loan by a deed of trust on the lessor's estate or by a collateral assignment of this lease or similar security device. Provided, however, in order to claim and have the benefits hereof, such lender must have given notice to Lessor in writing of its interest and must have provided Lessor with a copy of its security document with the recording reference shown thereon.

(b) Lessor agrees to give notice to any lender who has complied with subparagraph (a) above that an event of default has occurred. For a period of 30 days after giving such notice, the lender shall have the right (but no obligation) to pay in full all rents and other obligations of Lessee then in default and may take any other action necessary to cure Lessee's default and prevent the termination of this lease. If the default has not been cured within such 30 day period, the Lessor may proceed to exercise its rights and remedies as otherwise provided.

20. Condemnation. If the whole of the leased premises, or such portion thereof as will make the leased premises unsuitable for Lessee's normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this lease shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the leased premises shall belong to the Lessor without participation by Lessee except to the extent the award fairly represents the value of improvements which are the property of Lessee. It is provided, however, that nothing herein shall preclude the Lessee from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation or any other amounts to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of Lessor's award.

21. Holding Over. Any continuation by Lessee in possession after expiration of

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termination of this lease shall constitute a month-to-month tenancy during which time all other provisions of this lease shall remain in effect, and Lessee shall pay rent on the first day of each month. The amount of rent shall be one-twelfth (1/12) of the annual rent for a renewal lease determined by the Statutory Procedure. If a new or renewal lease is executed with Lessee for a term commencing with the expiration date of this lease, then the amounts paid during the period of holding over shall be credited to the first payment of annual rent due under the new or renewal lease.

Upon failure to vacate the leased premises within 30 days after receiving demand to do so, Lessee shall be obligated to pay rent at double the monthly rate in effect as above provided, and Lessor shall have such other remedies as may be provided at law or in equity.

22. Successors. The provisions of this lease shall be fully binding upon Lessee's successors and assigns after any valid transfer.

23. Reservation. Lessor reserves the following rights and interests in the leased premises: (a) title to all timber, minerals, oil and gas together with the right of ingress and egress to remove same, as provided by law, and all rights to subterranean water; (b) the right to grant or sell rights-of-way across the leased premises as provided by law; and (c) for its own use and for the use of its designated representatives a right of access, ingress and egress to, from and across the leased premises for the purpose of carrying out the statutory and fiduciary obligations of the Lessor with respect to the leased premises or lands adjacent thereto.

24. Notices. All notices and other communications required or permitted to be given pursuant to this lease shall be in writing, shall be addressed to the party intended at the address set forth herein (or at such other address as may be designated in writing to the other party) and shall be deemed given (a) three days after deposit in the United States mail, postage prepaid, registered or

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certified with return receipt requested; (b) upon the date of the receipt for delivery by an expedited delivery service which obtains a receipt upon delivery; or (c) by delivering same in person or to the office or residence of the addressee.

25. Immunity. No provision of this lease, whether requiring Lessee to maintain insurance or otherwise, shall be construed as a waiver by Lessor of any provision of law related to governmental immunity.

26. Security. The parties agree that it is in their mutual best interests for the leased premises to be closed to public access during certain hours and for other security measures to be undertaken for the benefit of the neighborhood residents, park patrons and adjoining property owners.

Accordingly, the parties agree as follows:

(a) Lessor may take such measures as it deems proper to restore, repair and improve existing fences and gates. Lessee agrees to maintain fences and gates in the same condition as placed by Lessor and further agrees to keep all fences free of vegetation.

(b) Lessee agrees that the premises will be closed to public access from dusk until dawn except when special events are being held under Lessee's supervision with on-premises security being provided.

(c) With respect to the closing of the premises, Lessee's obligations may be met by posting a sign at the entrance stating the closed hours and by police patrols of a normal and routine nature.

(d) Lessor shall have the option of implementing the park closing hours by locking and unlocking entrance gates, using its own staff or contract security guards for this purpose.

27. Secretary of State. By virtue of the signature below, the Secretary of State of the State

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of Mississippi has approved this lease in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this lease by the Secretary of State indicates that the Lessor has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

28. Supervisory Right. The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this lease in the event Lessor fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this lease, he shall have all rights as are conferred to Lessor.

IN WITNESS WHEREOF, this lease is executed by Lessor and Lessee pursuant to an order entered upon their respective minutes this the 18 day of April, 2011. This lease shall become effective as of the date on which approval is given by the Board of Supervisors of Hinds County, Mississippi.

BOARD OF TRUSTEES OF THE JACKSON
PUBLIC SCHOOL DISTRICT

By: Kevin H. Nalon
Its President

Lorrey Edwards
Superintendent of Education of Jackson Public
School District

BOARD OF SUPERVISORS OF HINDS
COUNTY, MISSISSIPPI

By: [Signature]
Its President

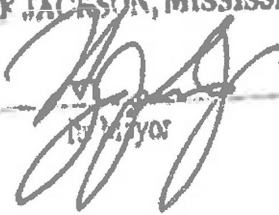
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CITY OF JACKSON, MISSISSIPPI

By: _____



Mayor

APPROVED

SECRETARY OF STATE



C. Delbert Hosenan, Jr.
Secretary of State

Indexing Instruction

The property described in this instrument is located in the NE $\frac{1}{4}$ of Section 16, Township 6 North,
Range 1 East, Hinds County, Mississippi

This Instrument Was Prepared By

F. David Ancress of
BRUNINI GRANTHAM, GROWER & HEWES, PLLC
P.O. Drawer 119
Jackson, MS 39205
Telephone (601) 948-3101

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Addresses Of The Parties

LESSOR

Board of Trustees of the Jackson Public School District
662 South President Street
Jackson, MS 39201
Telephone: 601/960-8795

LESSEE

City of Jackson, Mississippi
219 South President Street
Jackson, Mississippi 39201
Telephone: (601) 960-1004

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of March 2011, within my jurisdiction, the within named Kenna W. Nolen who acknowledged that she is President of the Board of Trustees of the Jackson Public School District and that for and on behalf of the said Board of Trustees and the Jackson Public School District and as their respective act and deed he executed the above and foregoing instrument, after first having been duly authorized so to do.

Victory Dillon Wainford
NOTARY PUBLIC



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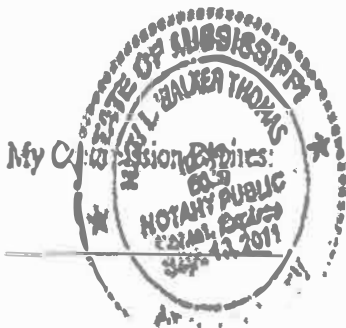
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STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of March, 2011, within my jurisdiction, the within named Lonnie J. Edwards, who acknowledged that he is Superintendent of the Jackson Public School District and that in such capacity he executed the above and foregoing instrument after first having been authorized so to do.

Mary L. Walker Thomas
NOTARY PUBLIC

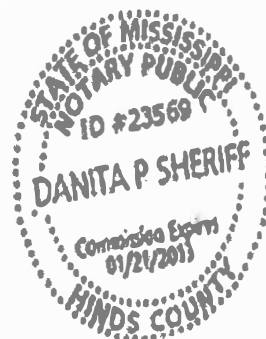


STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of April, 2011, within my jurisdiction, the within named George Smith, who acknowledged that (he) (she) is President of the Board of Supervisors of Hinds County, Mississippi, and that for and on behalf of said Board of Supervisors and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized so to do.

Danita P. Sheriff
NOTARY PUBLIC

My Commission Expires:



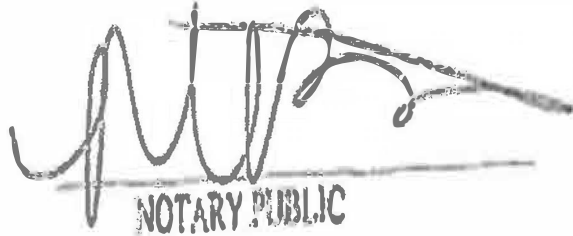
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STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of August, 2010, within my jurisdiction, the within named Harvey Johnson, Jr., who acknowledged that he is Mayor of The City of Jackson, Mississippi and that in such capacity he executed the above and foregoing instrument after first having been authorized so to do.


NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEwide NOTARY PUBLIC
MY COMMISSION EXPIRES ON 08/31/11
BONDED THROUGH STATE NOTARY SERVICE



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A certain parcel of land situated in Section 16, T5N-R7E, Jackson, Hinds County, Mississippi, containing 571,089 square feet or 13.11 acres, more or less and being more particularly described as follows:

Commence at an iron pin located at the intersection of the East right-of-way line of Watkins Drive (as now laid out and improved, October, 1982) with the North boundary of Ridgecrest Park, Part 3, according to the plat thereof, on file in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 75 at Page 37; run thence South 89 degrees 30 minutes 25 seconds West for a distance of 163.2 feet to a point on the West boundary of an existing United Gas Pipe Line Company easement; run thence North 00 degrees 29 minutes 35 seconds East along said West boundary of an existing United Gas Pipe Line Company easement for a distance of 1,592.27 feet to an iron pin and the POINT OF BEGINNING of this parcel of land herein described; run thence North 59 degrees 30 minutes 13 seconds West for a distance of 674.44 feet to an iron pin; run thence North 02 degrees 23 minutes 21 seconds East for a distance of 602.58 feet to an iron pin; run thence South 89 degrees 31 minutes 36 seconds East for a distance of 18.13 feet to an iron pin; run thence North 03 degrees 54 minutes 18 seconds East for a distance of 116.27 feet to an iron pin on the South right-of-way line of Forest Avenue (as now laid out and improved, October, 1982); run thence North 89 degrees 41 minutes 14 seconds East along said South right-of-way line of Forest Avenue for a distance of 589.33 feet to an iron pin at the intersection of said South right-of-way line of Forest Avenue with the West right-of-way line of Watkins Drive; run thence South 00 degrees 14 minutes 34 seconds East along said West right-of-way line of Watkins Drive for a distance of 1,301.10 feet to an iron pin; leaving said West right-of-way line of Watkins Drive, run thence North 59 degrees 30 minutes 13 seconds West for a distance of 74.29 feet to the POINT OF BEGINNING.

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BOOK 0403 PAGE 436

APR 18 2011

REAL ESTATE APPRAISER
CONSULTANT



Terry D. Mask, MAI

Mississippi Certified General Appraiser GA-37, MS



P. O. Box 95
Jackson, Mississippi 39205-0095
Telephone (601) 969-7697
Fax (601) 969-7797

June 1, 2008

Mr. Michael Thomas
Chief Fiscal Officer
Jackson Public School District
Post Office Box 2338
Jackson, MS 39205

Re: Appraisal of "Market Value" & "Market Rental Value"
Approximately 13.11 Acres (Tax Parcel 729-1-3)
West Side Watkins Drive
Jackson, Hinds County, Mississippi

Dear Mr. Thomas:

In accordance with your request, I have personally inspected the above captioned property located in Jackson, Mississippi, and I have considered available data pertinent to the estimation of its "Market Value" and also, its "Market Rental Value".

For the purpose of this report, the term "Market Value" may be defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus."

For the purpose of this report, the term "Market Rent" may be defined as:

"The rental income that a property would most probably command in an open market, formerly called economic rent."

As a result of my completion of the appraisal process, the indicated value of the property as of June 1, 2008, was as follows:

Indicated "Market Value" \$ 250,000.00

Indicated "Market Rental Value" \$ 25,000.00

4 100

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BOOK 7119 PAGE 426

Mr. Michael Thomas
Jackson Public School District
June 1, 2008

Page 2

APR 18 2011

The appraiser would like to state that it is his opinion this appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and has not relied nor recognized the departure provision in the USPAP. Also, the appraiser is competent to complete this appraisal report in accordance with the competency provision in the USPAP. Also, this appraisal assignment has been completed by the appraiser who has acted in an independent capacity and the appraisal assignment was not based on a requested minimum valuation, a specific valuation, nor the approval of a loan.

The attached report contains data gathered and assumptions made upon which this appraisal is based.

Sincerely yours,



Jerry D. Mask, MAI
Real Estate Appraiser
and Consultant

Lic. Certified
Real Estate Appraiser (GA37, MS)

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APR 18 2011

BOOK 7119 PAGE 427

CERTIFICATE OF COVERAGE

Issued to:

JACKSON CITY CLERK

STATE OF MS
COUNTY OF HINDS
FILED-RECORDED
1ST DISTRICT
2011 MAY -3 PM 3:03
BOOK 7119
PAGE 401
EDDIE LEAH GARR
CLERK

The Mississippi Tort Claims Board has reviewed your plan of coverage against exposure of risks as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. The Board is of the opinion that your plan meets the requirements of Section 11-46-17, Chapter 46, Title 11, Mississippi Code 1972, as amended. This Certificate shall expire at the end of one(1) year from the issued date hereof or the ending date of any policy or policies of insurance that may have been purchased.

Issued this the 11th day of March, 2010.

Mississippi Tort Claims Board



Greg Hardy, Administrator

EXHIBIT
"C"

PREPARED BY AND RETURN TO:

W. Chuck Jackson
Executive Director of Assets and Purchasing
Jackson Public School District
16th Section Land Management
638 South President Street
P.O. Box 2338
Jackson, MS 39225-2338

MARGINAL NOTATION: Book 7119, Page 401

RENT ADJUSTMENT AMENDMENT
SIXTEENTH SECTION LEASE

THIS RENT ADJUSTMENT AMENDMENT is made and entered into by and between

THE BOARD OF TRUSTEES OF
THE JACKSON PUBLIC SCHOOL DISTRICT ("Lessor")

662 South President Street
Jackson, Mississippi,
39201

(601) 960-8795

and

THE CITY OF JACKSON, MISSISSIPPI ("Lessee")

219 South President Street
Jackson, MS 39201

(601) 960-1004

according to the following terms and provisions:

A. Lessor and Lessee, heretofore executed that certain lease agreement (the "Lease") for a term beginning June, 1, 2008 covering a parcel of sixteenth section land as described therein which is recorded in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Book 7119 at page 401, such parcel being commonly known as Lake Hico Park and being generally identified as Tax Parcels 729-1-3.

B. This Rent Adjustment Amendment is executed pursuant to provisions in the Lease whereby the annual rent due and payable by Lessee is to be adjusted at stated intervals to reflect the current annual fair market rental value of the property. The letter report of the appraiser pertaining to current market rent is attached hereto as Exhibit A. All references to the Lease shall include any amendments thereto previously executed by Lessor and the initial lessee or any successors in interest.

NOW THEREFORE, Lessor and Lessee agree, based on a current appraisal of annual fair market rent made pursuant to the rent adjustment provisions in the Lease, that annual rent shall remain \$25,000.00. Lessee agrees to pay such increased amount as annual rent in advance due on June 1, 2023, and agrees to pay a like amount on the same day of each year during the remaining term, subject to further rent adjustments as provided in the Lease.

The Lease, as amended in the preceding paragraph, is ratified and confirmed as the valid and subsisting agreement of the parties but without waiver of remedies for any presently existing event of default.

IN WITNESS WHEREOF, this lease amendment is executed by Lessor pursuant to an ordered entered upon its minutes and is executed by Lessee on the date stated below Lessee's signature.

BOARD OF TRUSTEES OF THE JACKSON PUBLIC SCHOOL DISTRICT

By: _____
Its President

Superintendent of Education of Jackson Public School District

BOARD OF SUPERVISORS OF HINDS COUNTY, MISSISSIPPI

By: _____
Its president

LESSEE:

CITY OF JACKSON, MISSISSIPPI

By: _____

Title: _____

Date: _____

STATE OF MISSISSIPPI COUNTY
OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, _____ within my jurisdiction, the within named _____ who acknowledged that (he)(she) is President of the Board of Trustees of the Jackson Public School District and that for and on behalf of the said Board of Trustees and the Jackson Public School District and as their respective act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, _____ within my jurisdiction, the within named Dr. Errick L. Greene, who acknowledged that he is Superintendent of the Jackson Public School District and that in such capacity he executed the above and foregoing instrument after first having been authorized so to do.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI COUNTY
OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, within my jurisdiction, the within named _____, who acknowledged that (he)(she) is President of the Board of Supervisors of Hinds County, Mississippi, and that for and on behalf of the said Board of Supervisors and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI COUNTY
OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, wit in my jurisdiction, the within named _____, who acknowledged that (he)(she) is _____ of The City of Jackson, Mississippi, a municipal corporation, and that for and on behalf of said corporation and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said limited company so to do.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT

A

Appraisal Research Company, LLC

104 Avalon Court, Suite A
Brandon, MS 39047
Post Office Box 320217
Flowood, MS 39232
(601) 654-2422
FAX (601) 664-1605

May 10, 2024

Jackson Public School District
Mr. Wilton Jackson
662 South President Street
Post Office Box 2338
Jackson, MS 39225-2338

Re: Fair Market Rental of Tax Parcel # 729-1-3
13.11 +/- Acres, Southwest Corner of Forest Avenue and Watkins Drive,
Jackson, MS

Dear Mr. Jackson:

As you requested, we have personally inspected and appraised the above-referenced property for the purpose of providing you and the School District with an opinion of fair market rental of the above referenced land, as-if it were vacant, unencumbered by a lease, and available for development to its highest and best use.

Based on our analysis, we have concluded that a fair market rental for the land, as-if it were vacant, unencumbered by a lease, and available for development to its highest and best use is in the amount of:

\$25,000 per year.

Unless otherwise stipulated elsewhere in the report, improvements on the appraised land, if any, have been considered to be property of the Leascholder and were not included in the valuation herein.

This appraisal report complies with the *Competency Provision* and to all other applicable sections of the *Uniform Standards of Professional Appraisal Practice* of the Appraisal Standards Board of the Appraisal Foundation. Further the report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* for an Appraisal Report. The undersigned appraisers are licensed and/or certified as a real estate appraiser in the State in which the property is located and are competent to complete this report in accordance with the competency provisions of USPAP.

This Report represents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and

analyses is retained in the appraiser's file. The depth of the discussion contained in this report is specific to the needs of the client and for the intended use stated later in the report. The appraisers are not responsible for unauthorized use of this report.

This report is based on estimates, assumptions and other information developed from research of the market and knowledge of the industry. The sources of information and bases of the estimates and assumptions are stated in the appropriate sections of the report. Under the terms of this engagement, the appraisers have no obligation to revise this report or estimate of market value to reflect events or conditions that occur subsequent to the date of the appraisal. However, we will be available to discuss the necessity for revision resulting from changes in economic or market factors affecting the project.

We have included in the report the relevant assumptions and limiting conditions, certification and discussions of the methodologies used. The accompanying financial analyses are based on estimates and assumptions developed in connection with the appraisal. However, some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the analysis period will vary from the analyses, and the variations may be material.

Neither the whole, nor any part of this report or any reference thereto may be included in any document, statement, or circular.

We certify that, to the best of our knowledge and belief, ...

- the statements of fact contained in this report are true and correct.
 - the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions and conclusions.
 - we have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
 - we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
 - our engagement in this assignment was not contingent upon developing or reporting predetermined results.
 - our compensation for completing this assignment is not contingent upon the development of reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- our analyses, opinions and conclusions were developed, and this appraisal and report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and with the requirements of the Code of Professional Ethics of the Appraisal Institute.
- we have made a personal inspection of the property that is the subject of this report. The level of detail of the inspection is noted within the body of the report.
- as of the date of the appraisal, Curtis A. Gentry, IV, MAI has completed the continuing education requirements of the Appraisal Institute.
- no one provided significant real property appraisal assistance to the person signing this certification.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- the appraiser has acted in an independent capacity; this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- we have not performed services on the property that is the subject of this appraisal in the three (3) years preceding the date of this valuation.

Respectfully submitted,

Appraisal Research Company, LLC



Curtis A. Gentry, IV, MAI

President

MAI Certified General Real Estate Appraiser #GA-472

ENVIRONMENTAL CERTIFICATE

SIXTEENTH SECTION LEASE

This Certificate is executed pursuant to the provisions of that certain Lease Agreement (the "Lease") by and between the Trustees of the Jackson Public School District as Lessor and The City of Jackson, Mississippi, as Lessee for a term beginning June 1, 2008 covering a parcel of sixteenth section land as described therein which is recorded in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Book 7119 at page 401, such parcel being generally identified as Tax Parcels 792-1-3.

The undersigned hereby represents, warrants and certifies unto the Lessor that the following matters are true and correct:

- a) Neither Lessee nor any other person or entity in possession of the leased premises has used, generated, manufactured, produce, stored, released, discharged or disposed of on, under or about the leased premises nor has transported to or from the leased premises any hazardous substance or pollutant (as either may be defined by any laws or regulations of any governmental authority or by any administrative or judicial decisions) or any solid waste and has not allowed any other person to do so except in minor amounts under conditions permitted by applicable laws and regulations.
- b) All solid, liquid or gaseous wastes, both hazardous and non-hazardous, located on or about or used in connection with the leased premises have been disposed of in compliance with all applicable laws, regulations and administrative or judicial decisions.
- c) The leased premises has been kept and maintained in compliance with all applicable environmental laws and regulations.
- d) Lessee is unaware of (i) any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substances on the leased premises or the migration thereof from or to any other property, (ii) any claims made or threatened by any third party against Lessee or the leased premises relating to solid wastes or hazardous substances or (iii) any condition which might cause the leased premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the leased premises under any environmental or solid waste disposal law, regulation, ordinance or ruling.

EXECUTED ON _____

Lessee:
The City of Jackson, Mississippi
 By: _____
 Name: _____
 Title: _____

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

President Lindsay recognized **Abram Muhammad, Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GROVE PARK JUNIOR GOLF CLINIC, INC. FOR THE USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE.

WHEREAS, Section 21-17-5(1) of the Mississippi Code of 1972 as amended states that the governing authorities of every municipality of the state shall have the care, management, and control of the municipal affairs and its property and finances; and

WHEREAS, an opinion issued by the Mississippi Attorney General to Lawrence E. Hahn on June 11, 2010, stated that a municipality may authorize the use of municipal facilities or municipal property so long as a uniform use policy is in existence for such use, and provided that said use policy passes constitutional muster and is applied consistently to all individuals or groups using the municipal facilities or property; and

WHEREAS, the City of Jackson owns and operates a public golf facility known as the "Pete Brown Golf Facility"; and

WHEREAS, the City of Jackson has a policy whereby it does not charge admission to youths under the age of seventeen (17) for use of the "Pete Brown Golf Facility"; and

WHEREAS, Grove Park Junior Golf Clinic, Inc., ("Grove Park") is a non-profit corporation created on July 26, 2006, and is in good standing according to information appearing on the Mississippi Secretary of State's website; and

WHEREAS, Grove Park is comprised of members under the age of seventeen (17) who are interested in or who are participating in its golf clinic programs; and

WHEREAS, Grove Park approached the Department of Parks and Recreation concerning the feasibility of utilizing the putting greens and driving range of the "Pete Brown Golf Facility" on Monday through Friday from 8:00 a.m. to 11:30 a.m.; and

WHEREAS, The Director of the Department of Parks and Recreation has evaluated Grove Park's request and has determined that preference for use of the putting greens and driving range, on the days and times listed above, will not substantially impact the use of the "Pete Brown Golf Facility" by fee paying patrons; and

WHEREAS, Grove Park will release, indemnify, and hold the City, its officers, agents, and employees harmless from any claims for bodily injury or property damage arising out of their use of the "Pete Brown Golf Facility"; and

WHEREAS, Grove Park will indemnify the City against all damages, liabilities, expenses, and losses arising out of its use of the "Pete Brown Golf Facility"; and

WHEREAS, Grove Park will provide the City of Jackson with a Certificate of Liability Insurance naming the City of Jackson as a co-insured with combined limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage; and

WHEREAS, Grove Park's use of the "Pete Brown Golf Facility" will be non-exclusive and for a limited period of time commencing June 2, 2025, and ending on July 10, 2025; and

WHEREAS, Grove Park will not be required to pay fees for use of the "Pete Brown Golf Facility" on Monday through Friday from 8:00 a.m. to 11:30 a.m. consistent with the municipal policy that does not charge fees to youths under the age of seventeen (17); and

WHEREAS, the best interests of the City of Jackson would be served by allowing Grove Park's use of the "Pete Brown Golf Facility" as described above because the use promotes the facility to the public, promotes youths' engagement in healthy outdoor physical activities, promotes teamwork and camaraderie, and encourages patronage of the facility by the adults who are responsible for supervising the youths' activities.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute an Agreement with Grove Park for the use of the "Pete Brown Golf Facility" putting greens and

driving range on Monday through Friday between the hours of 8:00 a.m. to 11:30 a.m. for a limited period commencing on June 2, 2025, and ending on July 10, 2025.

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

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

Nays – None.

Absent – None.

There came on for consideration, Agenda Item No. 18:

ORDER AMENDING THE DEPARTMENT OF PLANNING AND DEVELOPMENT’S FISCAL YEAR 2024-2025 BUDGET. Said item was pulled by the Administration.

ORDER REJECTING BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE MEDGAR EVERS RAISE GRANT PROJECT, FEDERAL PROJECT NO. RAI-7281-00(006) LPA/109126-701000 DUE TO THE BID SIGNIFICANTLY EXCEEDING THE CONSTRUCTION ESTIMATE.

WHEREAS, the City of Jackson solicited sealed, competitive bids for Medgar Evers Raise Grant Project, Federal Project No. RAI-7281-00(006) LPA/109126-701000; and

WHEREAS, one (1) bid was submitted to the Municipal Clerk on February 11, 2025; and

WHEREAS, the bid of Hemphill Construction Company, Inc., in the amount of \$37,992,085.85 was the lowest bid received; and

WHEREAS, the Engineer’s Estimate for the project was \$25,782,357.00, which resulted in the only bid received exceeding the Engineer’s Estimate by 47.36%; and

WHEREAS, the consulting engineer and the City’s contract project manager for projects in the Engineering Division are exploring alternative means of constructing and funding the project that will reduce its construction costs; and

WHEREAS, due to the significant difference between the Engineer’s Estimate and the lowest bid, the Department of Public Works recommends that the City reject the bid of Hemphill Construction Company, Inc.; and

WHEREAS, the Department of Public Works requests that due to the requirements of the Mississippi Department of Transportation that the rejection of the bid be approved by all the City’s governing authorities rather than only through the decision of the Mayor in his capacity as the chief executive officer of the executive branch of the City’s government.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc., in the amount of \$37,992,085.85, which exceeds the Engineer’s Estimate by 47.36% be, and hereby is, rejected.

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

President Lindsay recognized **Louis Wright, Chief Administrative Officer,** who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "HATTIE JENNINGS, INDIVIDUALLY AND AS NEXT FRIEND OF A'MIRACLE JENNINGS V. THE CITY OF JACKSON, MISSISSIPPI, ET AL" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 21-80.

WHEREAS, on February 22, 2021, Plaintiff filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District, against the City of Jackson, Mississippi, et al., and

WHEREAS, Plaintiff, Hattie Jennings, alleged reckless disregard against the City and its firefighters arising out of an automobile crash that occurred on May 20, 2020; and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit for \$55,000.00 in return for a complete release of the City of Jackson, Mississippi, and its officers from the lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi, or its officers; and

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interest of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the Office of the City Attorney should and is hereby authorized to settle all claims for \$55,000.00 in the lawsuit styled Hattie Jennings, Individually and as Next Friend of A'Miracle Jennings v. City of Jackson, Mississippi, et al. Circuit Court of Hinds County, Mississippi, First Judicial District, Cause No. 21-80; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount to the Plaintiffs and their Counsel, as full and final settlement of this matter.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

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.

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

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

Nays – None.

Absent – None.

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 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, October 22, 2024, November 19, 2024, December 17, 2024, January 28, 2025, February 25, 2025 and March 25, 2025 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 Banks moved adoption; **Council Member Hartley** seconded.

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

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE CITY OF JACKSON AND VARIOUS ORGANIZATIONS FOR THE USE OF 2023 EMERGENCY SOLUTIONS GRANT PROGRAM FUNDS FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TOTALING OF \$142,407.45 FOR ELIGIBLE ACTIVITIES RELATED TO RAPID RE-HOUSING, HOMELESSNESS PREVENTION, STREET OUTREACH, EMERGENCY SHELTER, AND HOMELESSNESS MANAGEMENT INFORMATION SYSTEM.

WHEREAS, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

WHEREAS, on December 22, 2023, HUD notified the City of Jackson of its 2023 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low-and moderate-income persons and special populations across the country; and

WHEREAS, by Order entered on August 15, 2023, the governing authorities authorized the Mayor to submit to the U.S. Department of Housing and Urban Development the City of Jackson's 2023 One-Year Action Plan of the 2020-2024 Consolidated Plan in the amount of \$4,460,477.00; and

WHEREAS, on October 21, 2024 through October 25, 2025, the Office of Housing and Community Development advertised in five (5) local media outlets a Request for Proposal (RFP) notifying interested Applicants of funds available from the U.S. Department of Housing and Urban Development (HUD) for the following grants: Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA); and

WHEREAS, the ESG component of the 2023 Annual Action Plan allocated funding for undetermined public service organizations during the 2023-2024 Program Year (February 1, 2025 through December 21, 2025); and

WHEREAS, the Office of Housing and Community Development recommends entering into a contract with various organizations to provide Rapid Re-Housing, Homelessness Prevention, Emergency Shelter, Street Outreach, and a Homelessness Management Information System (HMIS) services to eligible ESG residents in the City of Jackson; and

WHEREAS, the contracts shall be effective February 1, 2025 – December 21, 2025, and shall authorize the expenditure of \$142,407.45 from ESG funds.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute contracts with various organizations for the use of 2023 ESG funds as follows:

VOICE OF CALVARY MINISTRIES	\$28,481.49
SALVATION ARMY/JACKSON CORPS	\$28,481.49
STEW POT COMMUNITY SERVICES/BILLY BRUMFIELD	\$28,481.49
STEW POT COMMUNITY SERVICES/MATT'S HOUSE	\$28,481.49
STEW POT COMMUNITY SERVICES/OUTREACH	\$28,481.49

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

President Lindsay recognized **Reginald Jefferson, Deputy Director of Housing and Community Development**, who provided a brief overview of said item.

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

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

DISCUSSION: LANIER HIGH SCHOOL: **President Lindsay** recognized **Council Member Stokes**, who introduced **Mr. Ceagus Reed**, members of the Centennial Steering Committee, which provided information about Lanier High School's Centennial Celebration.

DISCUSSION: UPDATE- REV. P.J. WILLIAMS BRIDGE: **President Lindsay** recognized **Council Member Stokes**, who expressed concerns with the progress of the Rev. P. J. Williams Bridge. **Mr. Louis Wright, Chief Administrative Officer**, provided an update and expects the repairs to the bridge to be completed by the end of September.

DISCUSSION: REVIEWING AND CONTINUATION OF COVID-19 LOCAL EMERGENCY: **President Lindsay** and the City Council members discussed continuing the emergency.

DISCUSSION: LITIGATION-LEGAL MATTERS. **President Lindsay** recognized **Drew Martin, City Attorney**, who stated that Executive Session was needed for discussion.

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.

The following reports/announcements were provided during the meeting:

- **Council Member Hartley** announced the following:
 - The Jackson Police Department will host the "Stop Gun Violence" youth march on Saturday, April 26, 2025, at 10:00 a.m. The march will begin at Precinct 1 on Cooper Road and end at Sykes Park.

- o On Saturday, April 26, 2025, at 5:00 p.m., New Horizon Church International will present its community service awards, which will be held at New Horizon Church.
- o Please attend the Lynch Street Festival beginning Friday, April 25, 2025, through Saturday, April 26, 2025. Contact Linda Carter at the West Jackson Center Development Center for banquet tickets.

The meeting was closed in memory of the following individuals:

- **Jolen Swayze**
- **Pastor Marvin Adams, New Kingdom M.B. Church**
- **Mr. Ivory Owen Horne**
- **Mr. Slick Watts**

President Lindsay recognized **Council Member Hartley** who moved, seconded by **Council Member Banks** to go into Closed Session to discuss Legal Matters. The motion prevailed by the following vote:

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

President Lindsay announced to the public that the Council voted to go into Closed Session to discuss Legal Matters.

During Closed Session, **President Lindsay** moved and **Council Member Banks** seconded to go into Executive Session to discuss Legal Matters. The motion prevailed by the following vote.

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

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

President Lindsay announced that the Council voted to go into Executive Session to discuss Legal Matters.

Vice President Grizzell moved, seconded by **Council Member Banks**, to come out of Executive Session. The motion prevailed by the following vote:

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

President Lindsay announced that the Council voted to come out of Executive Session and no action was taken.

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 22, 2025 10:00 A.M.

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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 May 6, 2025. At 11:27 a.m., the Council stood adjourned.

PREPARED BY:

Shanekia Masley-Gordon
CLERK OF COUNCIL

APPROVED:

Vin Massey 5/20/2025
COUNCIL PRESIDENT DATE

Ch. Hoff

MAYOR

ATTEST:

Angele Harris
CITY CLERK
